



Governing Board Meeting Notice

Notice is hereby given that the Urban Discovery Academy, Inc. will hold a Meeting as listed below.

Date

Wednesday, October 16, 2019

Time

5:00 – 7:00

Location

Urban Discovery Academy
Conference Room
840 14th Street, San Diego, CA 92101

Call in Location

Conference Call Information

<https://zoom.us/j/236231928>

1 669 900 6833 US (San Jose)

Meeting ID: 236 231 928

Public Input

Public input on specific agenda items: **Any person of the public** desiring to speak shall be allowed to speak during public comment time on non-agenda items and has the option of speaking once on any agenda item when it is being discussed. Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President. Agenda speakers will be limited to five minutes.

Special Needs

If you have special needs because of a disability which makes it difficult for you to participate in the meeting or you require assistance or auxiliary aids to participate in the meeting, please contact **Urban Discovery Academy at 619-788-4668**. Urban Discovery will attempt to accommodate your disability.



Board Meeting Agenda

10.16.19

1. Open Session (5:30 p.m.)

- 1.1. Call to Order & Establishment of Quorum
- 1.2. Approval of Agenda
- 1.3. Public Comment

Public input on specific agenda items: Any person of the public desiring to speak shall be allowed to speak during public comment time on non-agenda items and has the option of speaking once on any agenda item when it is being discussed. Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President. Agenda speakers will be limited to three minutes.

2. Consent Agenda (5:35 p.m.)

- 2.1. Minutes: August 19, 2019
- 2.2. Approval of Unaudited Actuals Report for 2018-19
- 2.3. Ratify Agreement, PowerSchool Student Information Systems
- 2.4. Information, Contracts and Service Agreements Entered into Between August 17, 2019 and October 11, 2019.
- 2.5. Ratify Agreement, PowerSchool Lottery, Registration, and Form System
- 2.6. Ratify Agreement, Global Warming and Cooling

3. Reports (5:40 p.m.)

- 3.1. Finance Committee, Paul Ryan & MaeLin Levine
- 3.2. Policy Committee, Esther LaPorta & Ann Hart
- 3.3. UDA Foundation Committee, Ed Abeyta & Esther LaPorta
- 3.4. Construction Oversight Committee, MaeLin Levine & Andrea Myers
- 3.5. Academic Oversight Committee, Ann Hart & Ed Abeyta
- 3.6. Community Outreach, Andrea Myers & Ron Miriello

4. Discussion & Information Items (6:00 p.m.)

- 4.1. Administrative Reports
- 4.2. Discussion on Facilities Conditions
- 4.3. Public Hearing on the Local Control Indicator Report



5. Action Items (6:30 p.m.)

- 5.1. Approval of an Increase to the CEO's Threshold for Board Approval
- 5.2. Approval of Tax Payment Strategy
- 5.3. Approval of Local Control Indicator Report

6. Closed Session (7:00 p.m.)

- 6.1. Government Code § 54957: Public Employee Evaluations and Contracts.
 - 6.1.1. Chief Executive Officer, Urban Discover Schools, T/K-12;
- 6.2. Government Code § 54957: Public employee discipline/dismissal/release.
- 6.3. Section 35146 and following: Conference with Shawn Loescher, Chief Executive Officer of Urban Discovery Schools regarding Confidential Student Matters.
 - 6.3.1. One (1) Case #191011_01
 - 6.3.2. One (1) Update
- 6.4. Section 54956.8(d): Conference with Shawn Loescher, Chief Executive Officer of Urban Discovery Schools, acting real property and financial negotiator.
 - 6.4.1. 1301 E Street; 1331 E Street; 847 13th Street; 865 13th Street; 1400 Park Ave.; 232 West Ash Street, San Diego, CA, 92101

7. Return to Open Session (7:50 p.m.)

- 7.1. Report Out of Closed Session on Any Action Taken in Closed Session

8. Discussion Items: General Announcements from the Board (7:55 p.m.)

9. Adjournment (8:00 p.m.)

10. Next Regular Board Meeting is scheduled on December 4, 2019 at 5:30 PM at Urban Discovery Academy, 840 14th Street, San Diego, CA 92101.



Governing Board Meeting Minutes

Date

Monday, August 19, 2019

Time

5:30 – 7:00 Board Workshop

7:30 p.m. Regular Board Meeting

Location

Design Education Center

1400 Park Blvd., San Diego, CA, 92101

1. Open Session (5:46 p.m.)

The meeting was called to order at 5:46 p.m.

Board Members in attendance:

MaeLin Levine, Andrea Meyers, Esther LaPorta, Ron Miriello, Ann Hart, Ed Abeyta

Board Members absent:

Paul Ryan

Others in attendance:

Staff: Shawn Loescher, Ed.D., Jenni Owen, Ed.D., Chloe Medina,

Workshop:

- Baker Nowicki Presentation
- Conversation about two sites: What do we want to do?



Motion to extend the meeting 6:59

Motion: Ann moved to approve the agenda with the suggested changes.

Second: Esther seconded the motion.

Member	Aye	Nay	Abstain	Absent
Abeyta	X			
Hart	X			
LaPorta	X			
Levine	X			
Miriello	X			
Myers	X			
Ryan				X

Workshop Break at 7:19 p.m.

2.2 Innovation Model -
Item Tabled

Workshop in Session at 7:35 p.m.

2.3 UDA Foundation:
Discussion of relationship

3.0 Motion to Close the Board Workshop.

Motion: Ed moved to approve the agenda with the suggested changes.

Second: Andrea seconded the motion.



Member	Aye	Nay	Abstain	Absent
Abeyta	X			
Hart	X			
LaPorta	X			
Levine	X			
Miriello	X			
Myers	X			
Ryan				X

Regular Board Meeting 8:07 p.m.

- 1.1. Call to Order & Establishment of Quorum
- 1.2. Approval of Agenda

Motion: Ed moved to approve the agenda with the suggested changes.

Second: Andrea seconded the motion.

Member	Aye	Nay	Abstain	Absent
Abeyta	X			
Hart	X			
LaPorta	X			
Levine	X			



Miriello	X			
Myers	X			
Ryan				X

1.3. Public Comment

No public comment.

2. Consent Agenda (8:08 p.m.)

2.1 Minutes: June 19, 2019

2.2 Ratification of Proposal with Ingrained Wood

2.3 Information: Contracts and Service Agreements Entered into Between July 1, 2019 and August 16, 2019.

2.4 Ratification of Contract Soft Flow Water Agreement

Motion: Ed moved to approve the consent agenda items #2.1 through #2.4.

Second: Andrea seconded the motion.

Member	Aye	Nay	Abstain	Absent
Abeyta	X			
Hart	X			
LaPorta	X			
Levine	X			
Miriello	X			
Myers	X			



Ryan				X
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3. Reports (8:09 p.m.)

3.1 Finance Committee, Paul Ryan & MaeLin Levine
No action to report.

3.2 Policy Committee, Esther LaPorta & Ann Hart
No action to report.

3.3 UDA Foundation Committee, Ed Abeyta & Esther LaPorta
No action to report.

3.4 Construction Oversight Committee, MaeLin Levine & Andrea Myers
Weekly meetings are being held.

3.5 Academic Oversight Committee, Ann Hart & Esther LaPorta
No action to report.

3.6 Community Outreach, Ron Miriello & Andrea Myers
Recap of recent meetings.

4. Discussion & Information Items (8:18 p.m.)

4.1 Discussion on the matter of \$5,000 limit on Chief Executive Officer on months when there are no board meetings.
No action to report

5. Action Items (8:22 p.m.)

5.1 No items
No action to report



6. Closed Session (8:22 p.m.)

6.1 Section 54957: Public Employee Evaluations

6.1.1 Chief Executive Officer, Urban Discovery Schools, T/K-12;

6.2 Section 54950: Public Employee Discipline, Dismissal, Release

6.2.1 One (1) Case

6.3 Section 35146 and following: Conference with Shawn Loescher, Chief Executive Officer of Urban Discovery Schools regarding Confidential Student Matters.

6.3.1 One (1) Case

6.4 Section 54956.8(d): Conference with MaeLin Levine, Board President, and Shawn Loescher, Chief Executive Officer of Urban Discovery Schools, acting real property negotiators.

6.4.1 1301 E Street; 1331 E Street; 847 13th Street; 865 13th Street; 1400 Park Blvd; 232 West Ash Street, San Diego CA, 92101.

7. Return to Open Session (8:55 p.m.)

7.1. Report Out of Closed Session on Any Action Taken in Closed Session
No Action to Report

8. Discussion Item: General Announcements from the Board (9:00 p.m.)

No discussion

9. Adjournment (9:00 p.m.)

Motion: Andrea made a motion to adjourn the meeting.

Second: Ann seconded the motion.



Member	Aye	Nay	Abstain	Absent
Abeyta	X			
Hart	X			
LaPorta	X			
Levine	X			
Miriello	X			
Myers	X			
Ryan				X

- 10.** Next Regular Board Meeting is scheduled on September 18, 2019, at 5:30 PM at 840 14th St., San Diego, CA 92101.

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2018 to June 30, 2019**

Charter School Name: Urban Discovery Academy
 CDS #: 37683380135913
 Charter Approving Entity: San Diego Unified School District
 County: San Diego
 Charter #: 1008

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

- Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)
- Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	1,235,825.00		1,235,825.00
Education Protection Account State Aid - Current Year	8012	109,440.00		109,440.00
State Aid - Prior Years	8019	0.00		0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,420,213.00		3,420,213.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		4,765,478.00	0.00	4,765,478.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		72,618.00	72,618.00
Special Education - Federal	8181, 8182		85,004.00	85,004.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299			0.00
Total, Federal Revenues		0.00	157,622.00	157,622.00
3. Other State Revenues				
Special Education - State	StateRevSE		399,770.00	399,770.00
All Other State Revenues	StateRevAO	258,215.44	703,939.40	962,154.84
Total, Other State Revenues		258,215.44	1,103,709.40	1,361,924.84
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	250,518.70		250,518.70
Total, Local Revenues		250,518.70	0.00	250,518.70
5. TOTAL REVENUES				
		5,274,212.14	1,261,331.40	6,535,543.54
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,375,769.07	34,350.06	1,410,119.13
Certificated Pupil Support Salaries	1200	28,234.87	203,147.52	231,382.39
Certificated Supervisors' and Administrators' Salaries	1300	291,432.14	33,659.87	325,092.01
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		1,695,436.08	271,157.45	1,966,593.53
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	133,947.05	81,554.30	215,501.35
Noncertificated Support Salaries	2200	2,380.76		2,380.76
Noncertificated Supervisors' and Administrators' Salaries	2300			0.00
Clerical, Technical and Office Salaries	2400	213,140.96	31,500.00	244,640.96
Other Noncertificated Salaries	2900			0.00
Total, Noncertificated Salaries		349,468.77	113,054.30	462,523.07

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2018 to June 30, 2019**

Charter School Name: Urban Discovery Academy

CDS #: 37683380135913

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	275,286.75	43,508.08	318,794.83
PERS	3201-3202	50,274.03	27,436.01	77,710.04
OASDI / Medicare / Alternative	3301-3302	52,150.26	10,993.85	63,144.11
Health and Welfare Benefits	3401-3402	256,040.66	7,734.07	263,774.73
Unemployment Insurance	3501-3502	16,659.27	2,820.07	19,479.34
Workers' Compensation Insurance	3601-3602	32,877.94	823.72	33,701.66
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902			0.00
Total, Employee Benefits		683,288.91	93,315.80	776,604.71
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100			0.00
Books and Other Reference Materials	4200	427.70		427.70
Materials and Supplies	4300	86,909.14	1,350.00	88,259.14
Noncapitalized Equipment	4400	51,457.16		51,457.16
Food	4700	26,997.01		26,997.01
Total, Books and Supplies		165,791.01	1,350.00	167,141.01
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	0.00	0.00	0.00
Travel and Conferences	5200	0.00	1,350.00	1,350.00
Dues and Memberships	5300	13,520.40	0.00	13,520.40
Insurance	5400	56,441.19	0.00	56,441.19
Operations and Housekeeping Services	5500	215,371.17	0.00	215,371.17
Rentals, Leases, Repairs, and Noncap. Improvements	5600	735,521.33	627,638.40	1,363,159.73
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	878,758.86	141,516.75	1,020,275.61
Communications	5900	48,233.29	0.00	48,233.29
Total, Services and Other Operating Expenditures		1,947,846.24	770,505.15	2,718,351.39
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	28,936.00		28,936.00
Total, Capital Outlay		28,936.00	0.00	28,936.00
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. TOTAL EXPENDITURES		4,870,767.01	1,249,382.70	6,120,149.71

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2018 to June 30, 2019**

Charter School Name: Urban Discovery Academy

CDS #: 37683380135913

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		403,445.13	11,948.70	415,393.83
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		403,445.13	11,948.70	415,393.83
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	677,608.43	258,278.00	935,886.43
b. Adjustments/Restatements	9793, 9795	197,414.00	(197,414.00)	0.00
c. Adjusted Beginning Fund Balance /Net Position		875,022.43	60,864.00	935,886.43
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,278,467.56	72,812.70	1,351,280.26
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796	359,117.94		359,117.94
b. Restricted Net Position	9797		72,812.70	72,812.70
c. Unrestricted Net Position	9790A	919,349.62	0.00	919,349.62

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2018 to June 30, 2019**

Charter School Name: Urban Discovery Academy

CDS #: 37683380135913

Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110	161,655.23		161,655.23
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	865,801.67	72,812.70	938,614.37
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments				
	9150			0.00
3. Accounts Receivable				
	9200	671,121.65		671,121.65
4. Due from Grantor Governments				
	9290			0.00
5. Stores				
	9320			0.00
6. Prepaid Expenditures (Expenses)				
	9330	9,465.28		9,465.28
7. Other Current Assets				
	9340	27,020.00		27,020.00
8. Capital Assets (accrual basis only)				
	9400-9489	359,117.94		359,117.94
9. TOTAL ASSETS				
		2,094,181.77	72,812.70	2,166,994.47
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources				
	9490			0.00
2. TOTAL DEFERRED OUTFLOWS				
		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable				
	9500	565,714.21		565,714.21
2. Due to Grantor Governments				
	9590			0.00
3. Current Loans				
	9640	250,000.00		250,000.00
4. Unearned Revenue				
	9650			0.00
5. Long-Term Liabilities (accrual basis only)				
	9660-9669			0.00
6. TOTAL LIABILITIES				
		815,714.21	0.00	815,714.21
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources				
	9690			0.00
2. TOTAL DEFERRED INFLOWS				
		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2)				
(must agree with Line F2)				
		1,278,467.56	72,812.70	1,351,280.26

**CHARTER SCHOOL UNAUDITED ACTUALS
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Charter School Name: Urban Discovery Academy

CDS #: 37683380135913

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$		0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures		Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999	0.00
b. Noncertificated Salaries	2000-2999	0.00
c. Employee Benefits	3000-3999	0.00
d. Books and Supplies	4000-4999	0.00
e. Services and Other Operating Expenditures	5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2018 to June 30, 2019**

Charter School Name: Urban Discovery Academy

CDS #: 37683380135913

3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2017-18 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2020-21.

a. Total Expenditures (B8)	6,120,149.71
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	157,622.00
c. Subtotal of State & Local Expenditures [a minus b]	5,962,527.71
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	28,936.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	\$ 5,933,591.71



ITEM: 2.3

DATE: October 16, 2019

SUBJECT: Ratify Agreement PowerSchool Student Information Systems

TYPE: Action

FISCAL IMPACT: \$5,624.00

BUDGETED FOR: Yes

BUDGET SOURCE: General Fund Unrestricted

STAFF RECOMMENDATION: Ratification of the 2019-2020 service agreement for PowerSchool Student Information Systems

CAPACITY/STAFFING IMPACT: N/A

BACKGROUND INFORMATION:

PowerSchool is our student information systems that securely houses all student data. Our schools have transitioned off the San Diego Unified School District PowerSchool agreements. At this time, we are under a sub-agreement through Charter School Management Corporation as part of a cooperative licensee agreement.

ATTACHMENTS:

(1) PowerSchool Annual Agreement



Invoice

Date 07/30/2019
 Invoice# INV190827
 Terms Net 30
 Due Date 08/29/2019
 EIN# 47-4429364
 Customer ID 10008154

Bill To

Charter School Management Corporation (Csmc)
 43460 Ridge Park Dr #100
 Temecula CA 92590
 United States

Ship To

Urban Discovery Academy
 840 14th ST
 San Diego California 92101
 United States

PO#	Quote#	Sales/Renewal Rep			
	Q-234318	Emiliano Lara			
Product Description	Qty	Unit	Tax	Unit Price	Extended Price
SW-PS-S-SBHFS: PowerSchool SIS Hosted Subscription Invoice Period: 07/23/2019 - 07/22/2020	489	Students		10.66	\$5,212.74
HS-PS-S-PSSL: PowerSchool SIS Hosting SSL Certificate Invoice Period: 07/23/2019 - 07/22/2020	1	Each		412.00	\$412.00

Subtotal	Tax Total	Total (USD)
\$5,624.74	\$0.00	\$5,624.74
		Amt. Due (USD)
		\$5,624.74

To pay by credit card, please click on this link:

https://app.suitesync.io/payments/acct_1DlqQtAVmQmJlDk/custinvc/4290361?email=false

Thank you for your business

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-840	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH: Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ABA Routing No: 121000248 Account No: 4633847017 SWIFT: WFBUS65 (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation 30 days before the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually), or, if a lower maximum rate is established by law, then such lower maximum rate.



ITEM: 2.4

DATE: October 16, 2019

SUBJECT: Information: Contracts and Service Agreements Entered into Between August 17, 2019 and October 11, 2019.

TYPE: Information

FISCAL IMPACT: \$6,685

BUDGETED FOR: Yes

BUDGET SOURCE: General Funds Unrestricted

STAFF RECOMMENDATION: Information Item

CAPACITY/STAFFING IMPACT: Increased Teacher Candidates

BACKGROUND INFORMATION:

The Chief Executive Officer has the authority to enter into contracts and agreements that do not exceed the level of \$5,000. The following contracts and agreements were entered into between August 17, 2019 and September 20, 2019:

- Causey, Certified Public Accountants, \$4,000
- GB's Fencing, \$2685
- After School Chess Club
- Tang Soo Do Karate Institute
- Center Stage Children's Theater
- Arts Smarts
- ThoughtSTEM
- Musical Minds
- Rodney Anderson

ATTACHMENTS: There are nine (9) attachments that correspond to the listing in the information section.

PROPOSAL TO PROVIDE
ARBITRAGE REBATE SERVICES TO
URBAN DISCOVERY ACADEMY

Presented By
Causey Demgen & Moore P.C.
September 4, 2019

September 4, 2019

Mr. Shawn Loescher
Urban Discovery Academy
Chief Executive Officer
840 14th Street
San Diego, California 92101

Dear Mr. Shawn Loescher:

Causey Demgen & Moore P.C. (herein referred to as "Causey") is pleased to submit this proposal to provide calculations of the arbitrage rebate liability, if any, associated with the Charter School Revenue Bonds (Urban Discovery Academy Project), Series 2014A (herein referred to as the "Bonds") issued by the California Municipal Finance Authority (herein referred to as the "Authority") for the computation period beginning October 7, 2014 through October 7, 2019 (herein referred to as a "Computation Period").

OUR UNDERSTANDING

The Authority issued the Bonds to finance a loan to Urban Discovery Academy (herein referred to as the "Borrower"). The Borrower has and/or intends to use the proceeds of the mortgage loan to finance the acquisition, construction and equipping of an educational facility.

OBJECTIVES AND SCOPE

The objective of our engagement will be to provide a comprehensive arbitrage rebate report including firm opinion, bond yield calculation, analysis and summarization of investment activity, and the determination of the amount of rebatable arbitrage, if any, owed by the Borrower to the U.S. Department of the Treasury associated with the Bonds during each Computation Period. The engagement will be performed using records provided to us by the Borrower and/or the Indenture Trustee for the Bonds. Inasmuch as we will be relying on records which we will not audit, we do not take responsibility for finding or reporting on any irregularities which might result if the records provided are incomplete or inaccurate.

APPROACH

Our arbitrage rebate calculation services will include the issuance of an arbitrage rebate or yield restriction report to the Borrower summarizing our procedures and findings for the Computation Period and will encompass the following:

Urban Discovery Academy

September 4, 2019

Page 2

- Review pertinent documentation including the Arbitrage Certificate, the Official Statement, Verification Report, if any, trust indenture, and IRS Form 8038-G.
- Analyze the statements for each fund and account to allocate deposits, transfers, interest earnings, and cash disbursements between purpose and non-purpose investments.
- Coordinate with bond counsel on any issues requiring a legal opinion or interpretation.
- Calculate the required arbitrage rebate amounts, by fund, for each Computation Period.
- Analyze the various yield restriction rules and calculation of any necessary yield reduction payments due to the Internal Revenue Service.
- Determine the amount of interest and penalties due, if any, associated with late filings as required by the regulations.
- Complete Internal Revenue Service Form 8038-T in the event amounts are owed.

We do not take responsibility for interpreting the regulations with respect to the excludability from rebate consideration of certain funds or transactions. When an interpretation is required, we rely on bond counsel's opinion.

INFORMATION REQUIRED FROM THE BORROWER

- ♦ Transaction summary reports for all funds with activity during the appropriate Computation Period.

ARBITRAGE REBATE MANAGEMENT PERSONNEL

Causey Demgen & Moore P.C. is one of the two leading CPA firms in the United States, expressed in transaction volume, which provide independent third party arbitrage rebate computations and verifications for tax-exempt bond issues. We have provided arbitrage rebate computations and verification services for more than 10,000 bond issues. We are approved by all bond insurers and rating agencies, nationally recognized bond counsel.

Our personnel responsible for providing arbitrage rebate services are all highly motivated professionals with extensive experience in matters concerning Section 148 of the Internal Revenue Code and the related regulations and are dedicated to providing high quality service to our clients. Our ability to consistently provide quality work under tight time frames is a direct function of the quality of our people and how well we work with our clients.

The primary contact for these services for the Borrower will be Amy Yowell. She will be directly responsible for our arbitrage consulting and compliance services and will work closely with the Borrower in gathering all the necessary information needed to perform the annual computations as well as all IRS reporting computations. She will utilize our full time personnel to insure all arbitrage rebate reports are completed in a timely manner and perform a technical and final review on all annual and IRS computation reports. A second review of all computations will be performed by Doug Carlile, and William Glasso, CPA will provide a final review and will issue our opinion letter.

TIMING AND FEES

We anticipate that our engagement will be completed within two weeks after our receipt of the necessary information. Our proposed fee for this transaction is \$4,000.

The fee quoted are effective, at a minimum, for the period ended December 31, 2019. While we reserve the right to renegotiate our fees for all engagements performed after such date, we are confident that any revisions to the fee structure set forth above will be acceptable to the Borrower. The fee quoted above does not include any amounts for services or opinions which may be required from Bond Counsel. While none are anticipated, to the extent that such services or opinions are required, the Borrower will be responsible for the related legal fees. We will obtain your approval of Bond Counsel and related fees prior to authorizing such work.

Causey provides a full spectrum of arbitrage rebate services and we are always available to answer any questions relating to the implications of certain U.S. Treasury Regulations on an outstanding or proposed bond issue. Typically, we do not charge for any incidental follow-up consultation services beyond the completion of the arbitrage calculation. If a special circumstance arises which necessitates the allocation of more than an incidental amount of time to resolve, whether or not the issue is related to a specific bond issue, we would negotiate an appropriate fee with the Borrower.

CAUSEY DEMGEN & MOORE P.C.

By: William Glasso
William Glasso, Principal

**ACCEPTED AND AGREED:
URBAN DISCOVERY ACADEMY**

By: Shawn T. Loescher, Ed.D.

Title: Shawn T. Loescher, Ed.D., CEO

Date: September 4, 2019

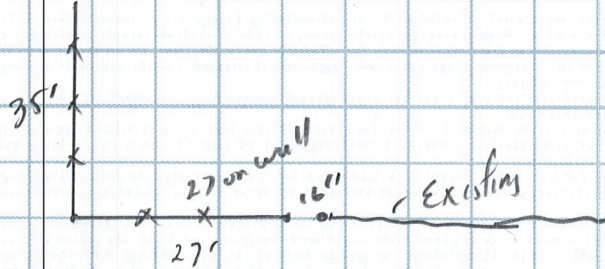
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NAME <i>Urban Discovery Academy</i>			JOB LOCATION			
STREET ADDRESS <i>840 14th St</i>						
CITY, STATE, ZIP <i>San Diego</i>			VINYL	WOOD	CHAIN LINK	ORNAMENTAL
PHONE # <i>(619) 840-7874 Tony</i>			CONTACT			
FAX# E-MAIL			INSTALL FENCE <input type="checkbox"/> STRAIGHT TOP <input type="checkbox"/> PLATE MOUNT <input type="checkbox"/> FOLLOW CONTOUR		LINES STATED BY CUSTOMER <i>YES</i>	
OVERALL LENGTH <i>64</i>			OVERALL HEIGHT <i>6'</i>		SURFACE MOUNT YES <input type="checkbox"/> NO <input type="checkbox"/>	
WALK GATE (S)			DRIVE GATE (S)		SQUARE FOOTAGE	
WIRE GAUGE <i>9</i>			LINE POST SP <i>23/1</i>		DIA GATE POST	
DIA TRIM POST			DIA LINE POST		DIA TOP RAIL <i>1 5/8"</i>	
DIA GATE POST			<input type="checkbox"/> KNUCK UP <input type="checkbox"/> BARS UP		FENCE TO HAVE <input type="checkbox"/> HORIZ. BRACES <input type="checkbox"/> DIAG. BRACES	
					HAUL AWAY EXISTING FENCE <i>—</i>	
					HAUL AWAY EXCAVATION DIRT <i>—</i>	
			GATES		WIDTH	HEIGHT
			ODD FRAMES		CONTOUR <input type="checkbox"/> LEVEL <input type="checkbox"/> ROLLING <input type="checkbox"/> HILLSIDE <input type="checkbox"/> TERRACED	



Furnish + Install 4x12 on 2 hyl of chain link 27ft on top of wall.

NOTES:

CUSTOMER IS RESPONSIBLE FOR: 1. MARKING SPRINKLER AND PROPERTY LINES 2. OBTAINING REQUIRED BUILDING PERMIT 3. BLUE STAKING PROPERTY CALL USA UNDERGROUND SERVICE ALERT 1-800-227-2600	WE ARE NOT RESPONSIBLE FOR SPRINKLER, WATER, PHONE, CABLE OR UTILITY LINES UNLESS NOTED. DATE <u>9-13-19</u> INITIALS <u>Jo</u>	LABOR AND MATERIAL <i>2685</i>
	OTHER 3% Fee For Debit or Credit Card Payment	TOTAL AMOUNT <i>2685</i>
One year warranty on workmanship \$ 50.00 per hour add's charge for unforeseen initials WE PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of: <i>Two thousand six hundred eighty-five</i> dollars (\$ <i>2685</i>). Payment to be made as follows: _____ % Upon order \$ _____ _____ % Upon completion \$ _____	DOWN PAYMENT BALANCE DUE	TERMS: BALANCE ON COMPLETION

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above. It is understood and agreed that this work is not provided in any other agreement and no contractual rights arise until this proposal is accepted in writing.

Failure by the Contractor without lawful excuse to substantially commenced work within forty five (45) days approximate date specified in this contract when the work will begin is a violation of the Contractor's License law.

Authorized *[Signature]* Date 9-13-19 Acceptance *[Signature]* Date 9-16-19
 (Owner's Signature)

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form (reverse side) for an explanation of this right.

WHITE - OFFICE COPY

YELLOW - CUSTOMER

IMPORTANT information on back

LIMITED NON-EXCLUSIVE LICENSE AND USE AGREEMENT

The following table is a summary of material provisions ("**Summary**") of the Limited Non-Exclusive License and Use Agreement ("**Agreement**"). The Summary is incorporated into and made a part of the Agreement. References in the Agreement to terms in the Summary have the meaning in the Summary. Any capitalized term in the Agreement that is not defined in the Summary has the meaning in the Agreement. If a conflict exists between terms in the Summary and the Agreement, the Agreement prevails.

Effective Date:	September 4, 2019
Licensor:	Urban Discovery Academy, a California nonprofit public benefit corporation Address: 840 14th Street, San Diego, CA 92101 Telephone: (619) 788-4668 Federal Employer Identification Number (EIN): 26-2333338
A. Licensee:	Organization/Person: <u>After School Chess Club</u> Address: 2841 Marathon Drive San Diego, CA 92123 Contact: Chris Caldwell Telephone: 858-461-8616 Email: info@afterschoolchessclub.com
B. Venue:	The Urban Discovery Academy charter school at 840 14 th Street, San Diego, CA 92101 (" School "). The Session(s) will occupy the following portions of the School (" Venue "):
C. Session(s):	Limited and Non-Exclusive use as follows: To Provide Chess Instruction for students in grades TK-8
D. Session Date(s):	<ul style="list-style-type: none"> ● September 4,11,18,25 ● October 2,9,16,23,30 ● November 6,13,20
E. Session Schedule:	Licensee's access to the School will be from 11:55 AM to 2:00 PM on the Session Date(s), unless otherwise specified here: Licensee's Session(s) will operate in accordance with the following Session Schedule: 11:55 AM to 12:30 PM – Licensee supervises student lunch 12:30 PM to 12:45 PM – Licensee supervises student recess (optional) 12:45 PM to 2:00 PM – Licensee's Session
F. Class Size:	The minimum and maximum number of students and individuals who will be present is:

	Adults: <u> 1 </u> to <u> 2 </u> Minors: <u> 10 </u> to <u> 16 </u>																					
G. Staff Assistance:	Licensee requests Urban Discovery Academy to provide the following staff assistance, as available: None																					
H. Session Costs:	<p>Licensee's program costs per school quarter: \$ 156 for <u> 12 </u> Sessions.</p> <p>3 Full scholarships will be given to interested students who have met the free or reduced meal qualification once 10 paid enrollments have been received. Subsequent scholarships will be offered according to the following breakdown:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Number of Paid Enrollments</th> <th>Number of Free Scholarships for Free?Reduced Meal Qualifiers</th> <th>Total Number of Students</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">3</td> <td style="text-align: center;">13</td> </tr> <tr> <td style="text-align: center;">14</td> <td style="text-align: center;">4</td> <td style="text-align: center;">18</td> </tr> <tr> <td style="text-align: center;">17</td> <td style="text-align: center;">5</td> <td style="text-align: center;">22</td> </tr> <tr> <td style="text-align: center;">20</td> <td style="text-align: center;">6</td> <td style="text-align: center;">26</td> </tr> <tr> <td style="text-align: center;">24</td> <td style="text-align: center;">7</td> <td style="text-align: center;">31</td> </tr> <tr> <td style="text-align: center;">27</td> <td style="text-align: center;">8</td> <td style="text-align: center;">35</td> </tr> </tbody> </table>	Number of Paid Enrollments	Number of Free Scholarships for Free?Reduced Meal Qualifiers	Total Number of Students	10	3	13	14	4	18	17	5	22	20	6	26	24	7	31	27	8	35
Number of Paid Enrollments	Number of Free Scholarships for Free?Reduced Meal Qualifiers	Total Number of Students																				
10	3	13																				
14	4	18																				
17	5	22																				
20	6	26																				
24	7	31																				
27	8	35																				
I. Facilities Costs:	The \$60 per day facility fee will be waived in lieu of providing full scholarships.																					

This Limited Non-Exclusive License and Use Agreement, including the Summary attached hereto and incorporated herein, is made and entered into by Licensor and Licensee (Licensor and Licensee may be referred to herein as a "Party" or collectively the "Parties") with reference to the following facts:

A. Licensor is a California nonprofit public benefit corporation organized for charitable and educational purposes, and Licensor is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code;

B. In furtherance of its charitable and educational purposes, Licensor wishes to grant limited, non-exclusive access to and use of the Venue to Licensee; and

C. The Parties intend to simultaneously execute this Agreement to facilitate Licensee's use of the Venue for the Session(s), as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the agreement of the Parties to be mutually bound by this Agreement, the Parties agree as follows:

ARTICLE 1

TERMS AND CONDITIONS

Use of Venue and School. Licensor hereby grants a license to Licensee for limited, non-exclusive access to School and use of the Venue on the Session Date(s), and in accordance with the Session Schedule, for the Session(s). Licensee agrees to abide by the Session Schedule on the Session Date(s), to limit its Session(s) at the Venue to the designated Class Size, and to provide adult supervision to its participants who are minors. At the end of each Session, Licensee agrees to restore the Venue and other areas of the School used during the Session to the same condition that existed prior to the Session.

Term and Schedule. This Agreement commences on the Effective Date and terminates on the last day of Licensee's Session Dates. Licensee's access to the School and use of the Venue operates in accordance with the Session Schedule on the Session Dates.

Registration and Confidential Information. Licensee is responsible for disseminating information regarding its Session(s) to students and their families through flyers/handouts, announcements submitted to the Urban Discovery Academy for inclusion in the school newsletter, or presentations at the school. Licensor will outline the process for Licensee to enroll students in its Session(s). Participation in the Session(s) is optional and extra-curricular for Licensor's students, therefore Licensee may not offer or promise any school credit for participation in its Session(s). Licensee is solely responsible for collecting permission forms and registering students to participate in its Session(s), and for collecting Session Costs directly from students and their families. Licensor is not responsible for any Session Costs that are not paid by students or their families. Licensee must keep all student information and student records confidential, including without limitation student names, addresses, family demographic and income information, payment information, and qualification or disqualification for the free or reduced meal program.

Costs. Prior to its first Session, Licensee must pay Licensor the Facilities Costs associated with Licensee's access to the School and use of the Venue. Licensor agrees to pay Licensee the amount of Session Costs specified for payment by Licensor in the Summary on or before the designated date, less any amount credited to Licensor to offset the Facilities Costs owed by Licensee.

Insurance. Prior to its first Session, Licensee must deliver to Licensor a current certificate of insurance for Commercial General Liability policy issued by a commercial insurance company satisfactory to Licensor and providing coverage for bodily injury, including death, personal injury, and property damage with a limit of at least Two Million Dollars (\$2,000,000) per occurrence, with all such insurance policies to name as additional insureds The UDA Foundation, Urban Discovery Academy, Fourteenth Street Holdings LLC, and the San Diego Community College District (collectively, the "**Indemnified Parties**"). Licensor reserves the right at its sole discretion to waive the obligation for Licensee to procure the insurance required by this Paragraph 1.5.

Pre-Screening. Licensee is responsible to ensure that its employees and volunteers who will be present at the School during any Session were pre-screened for tuberculosis and cleared the Department of Justice/Federal Bureau of Investigation criminal background check through LiveSCAN fingerprinting that is required prior to working with children. Licensee shall not allow any employee or volunteer under its supervision or control to enter the School or Venue who has been convicted of a serious or violent felony.

Staff Assistance. Licensors agree to provide Licensee and/or its participants the Staff Assistance, if any, specified in the Summary, to the best of Licensors' abilities given the availability of its Staff and other competing demands at the Urban Discovery Academy.

No Parking. No parking will be provided or available on the School site.

Rules and Regulations. Smoking in any form or device is prohibited at the School. Licensee is responsible to ensure that each Session complies with all applicable federal, state and local laws, regulations, codes and rules, including without limitation the Fire Code and the City of San Diego's Noise Abatement and Control ordinances, as well as any Urban Discovery Academy rules, policies, mandatory reporting obligations, or emergency protocols provided in **Attachment A** to this Agreement and incorporated herein, and that may be revised from time to time with or without notice. Licensee will ensure that its employees, volunteers and participants in its Session(s) use the School and the Venue in a safe, careful, and lawful manner, and use reasonable, best efforts to prevent any actions during the Session(s) which will alter, mar, deface, damage, or injure any part of the School, or other property of the Indemnified Parties.

Reservation of Control of School and Venue. Licensors reserve the right to control all aspects of Licensee's access to and use of the School and Venue, to enforce all the rules and regulations identified in Paragraph 1.9, and any other rules Licensors see fit to apply. Licensors have the right, at its sole discretion but with no duty or liability, to eject any person from the School or Venue for violation of any rules or regulations identified in Paragraph 1.9, or for any other reason whatsoever.

ARTICLE 2 . PERFORMANCE, CANCELLATIONS, AND INDEMNIFICATION

Performance. This Agreement is contingent upon the ability of Licensors to perform, and in no event will Licensors be liable for any damages should it become impracticable for Licensors to perform due to circumstances beyond its control, such as inclement weather, war or terrorist activity, government regulation, labor disputes, accidents, act of God, or other causes beyond Licensors' control.

Cancellation. Licensee may cancel the Session(s), thus terminating this Agreement, without penalty or cost by providing thirty (30) days' written notice to Licensors. Licensors may terminate the Agreement at any time for any reason. If Licensors cancel for any reason other than those set forth in section 2.1, any payment made by Licensee may be refunded, less actual costs incurred by Licensors.

Indemnification. Licensee agrees to indemnify, hold harmless and defend the Indemnified Parties, their officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns from and against any and all actions, suits, claims, demands, losses, damages, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties, that may be asserted or claimed by any person, firm, or entity arising out of Licensee's use of the School or Venue, or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Indemnified Parties in or about the School or Venue after Licensors provides access and use of the School or Venue to Licensee. This indemnity and hold harmless provision excludes actions brought by third persons against the Indemnified Parties arising out of willful or intentional acts or omissions of Licensors and/or the Indemnified Parties.

ARTICLE 3 . ADDITIONAL TERMS OF AGREEMENT

No Assignment; Successors or Assigns. The provisions of this Agreement may not be assigned by the Licensee without Licensor's prior written consent. Subject to the foregoing, the provisions of this Agreement inure to the benefit of and are binding upon the permitted successors and assigns of the Licensor and the Licensee.

Modification. No modification, waiver, amendment, or change of this Agreement is valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable in no way affects the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, will be settled by binding arbitration in San Diego County, California, pursuant to rules then in effect of the American Arbitration Association or as otherwise agreed upon by the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing Party is entitled to recover from the other Party reasonable expenses, attorneys' fees and costs. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees will survive any judgment and will not merge into the judgment.

Headings. The headings of the articles and paragraphs are for convenience of reference only, and in no way alter or affect the meaning or construction of any of the provisions of this Agreement.

Construction. When the context so requires and when used in this Agreement, the singular is deemed to include the plural and the plural is deemed to include the singular.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

Agreement to Perform Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out this Agreement.

Waiver. No waiver of any right pursuant hereto, or waiver of any breach hereof, will be effective unless in writing and signed by the Party waiving such right or breach. No waiver of any right or waiver of breach constitutes a waiver of any other or similar right or breach; and no failure to enforce any right hereunder will preclude or affect the later enforcement of such right.

Notice. All notices, requests, demands and other communications hereunder are deemed to have been duly given if personally delivered, emailed or mailed by first class mail to the address in the Summary for Licensee or Licensor.

Authority. Each Party signing this Agreement represents and warrants that the Party has full authority to do so, and that performance of all of the obligations contained herein have been duly authorized by all requisite actions on the part of such Party and that this Agreement binds such Party.


California Law. This Agreement is construed and enforced in accordance with the laws of the State of California.


IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

Licensor

Licensee

Urban Discovery Academy

By: 
Name: Shawn T. Loescher, Ed.D.
Its: Chief Executive Officer

By: After School Chess Club, LLC
Name: Brent Englehart 
Its: Program Director

Attachment A
Additional Rules and Regulations for Use

In addition the Rules and Regulations identified in Paragraph 1.9 of the Agreement, Licensee agrees to comply with the following rules provided by the Urban Discovery Academy charter school:

[Insert any additional rules here.]

LIMITED NON-EXCLUSIVE LICENSE AND USE AGREEMENT

The following table is a summary of material provisions (“**Summary**”) of the Limited Non-Exclusive License and Use Agreement (“**Agreement**”). The Summary is incorporated into and made a part of the Agreement. References in the Agreement to terms in the Summary have the meaning in the Summary. Any capitalized term in the Agreement that is not defined in the Summary has the meaning in the Agreement. If a conflict exists between terms in the Summary and the Agreement, the Agreement prevails.

Effective Date:	September 4, 2019
Licensor:	Urban Discovery Academy, a California nonprofit public benefit corporation Address: 840 14th Street, San Diego, CA 92101 Telephone: (619) 788-4668 Federal Employer Identification Number (EIN): 26-2333338
A. Licensee:	Organization/Person: Tang Soo Do Karate Institute Address: 2600 MAin St. 9, Chula Vista, CA 91911 Contact: Laurence Dercole Telephone: 619-429-9122 Email: mastrlarry@aol.com
B. Venue:	The Urban Discovery Academy charter school at 840 14 th Street, San Diego, CA 92101 (“ School ”). The Session(s) will occupy the following portions of the School (“ Venue ”):
C. Session(s):	Limited and Non-Exclusive use as follows: : To Provide Karate Instruction for students in grades TK-8
D. Session Date(s):	<ul style="list-style-type: none"> ● September 4,11,18,25 ● October 2,9,16,23,30 ● November 6,13,20
E. Session Schedule:	Licensee’s access to the School will be from 11:55 AM to 2:00 PM on the Session Date(s), unless otherwise specified here: Licensee’s Session(s) will operate in accordance with the following Session Schedule: 11:55 AM to 12:30 PM – Licensee supervises student lunch 12:30 PM to 12:45 PM – Licensee supervises student recess (optional) 12:45 PM to 2:00 PM – Licensee’s Session
F. Class Size:	The minimum and maximum number of students and individuals who will be present is: Adults: <u> 1 </u> to <u> 2 </u> Minors: <u> 10 </u> to <u> 40 </u>

G. Staff Assistance:	Licensee requests Urban Discovery Academy to provide the following staff assistance, as available: None																							
H. Session Costs:	<p>Licensee's program costs per school quarter: \$ 215 for 12 Sessions.</p> <p>3 Full scholarships will be given to interested students who have met the free or reduced meal qualification once 10 paid enrollments have been received. Subsequent scholarships will be offered according to the following breakdown:</p> <table border="1" data-bbox="459 541 1377 978"> <thead> <tr> <th data-bbox="459 541 768 695">Number of Paid Enrollments</th> <th data-bbox="768 541 1073 695">Number of Free Scholarships for Free?Reduced Meal Qualifiers</th> <th data-bbox="1073 541 1377 695">Total Number of Students</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 695 768 741">10</td> <td data-bbox="768 695 1073 741">3</td> <td data-bbox="1073 695 1377 741">13</td> </tr> <tr> <td data-bbox="459 741 768 787">14</td> <td data-bbox="768 741 1073 787">4</td> <td data-bbox="1073 741 1377 787">18</td> </tr> <tr> <td data-bbox="459 787 768 833">17</td> <td data-bbox="768 787 1073 833">5</td> <td data-bbox="1073 787 1377 833">22</td> </tr> <tr> <td data-bbox="459 833 768 879">20</td> <td data-bbox="768 833 1073 879">6</td> <td data-bbox="1073 833 1377 879">26</td> </tr> <tr> <td data-bbox="459 879 768 926">24</td> <td data-bbox="768 879 1073 926">7</td> <td data-bbox="1073 879 1377 926">31</td> </tr> <tr> <td data-bbox="459 926 768 972">27</td> <td data-bbox="768 926 1073 972">8</td> <td data-bbox="1073 926 1377 972">35</td> </tr> </tbody> </table>			Number of Paid Enrollments	Number of Free Scholarships for Free?Reduced Meal Qualifiers	Total Number of Students	10	3	13	14	4	18	17	5	22	20	6	26	24	7	31	27	8	35
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This Limited Non-Exclusive License and Use Agreement, including the Summary attached hereto and incorporated herein, is made and entered into by Licensor and Licensee (Licensor and Licensee may be referred to herein as a "Party" or collectively the "Parties") with reference to the following facts:

A. Licensor is a California nonprofit public benefit corporation organized for charitable and educational purposes, and Licensor is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code;

B. In furtherance of its charitable and educational purposes, Licensor wishes to grant limited, non-exclusive access to and use of the Venue to Licensee; and

C. The Parties intend to simultaneously execute this Agreement to facilitate Licensee's use of the Venue for the Session(s), as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the agreement of the Parties to be mutually bound by this Agreement, the Parties agree as follows:

ARTICLE 1

TERMS AND CONDITIONS

Use of Venue and School. Licensor hereby grants a license to Licensee for limited, non-exclusive access to School and use of the Venue on the Session Date(s), and in accordance with the Session Schedule, for the Session(s). Licensee agrees to abide by the Session Schedule on the Session Date(s), to limit its Session(s) at the Venue to the designated Class Size, and to provide adult supervision to its participants who are minors. At the end of each Session, Licensee agrees to restore the Venue and other areas of the School used during the Session to the same condition that existed prior to the Session.

Term and Schedule. This Agreement commences on the Effective Date and terminates on the last day of Licensee's Session Dates. Licensee's access to the School and use of the Venue operates in accordance with the Session Schedule on the Session Dates.

Registration and Confidential Information. Licensee is responsible for disseminating information regarding its Session(s) to students and their families through flyers/handouts, announcements submitted to the Urban Discovery Academy for inclusion in the school newsletter, or presentations at the school. Licensor will outline the process for Licensee to enroll students in its Session(s). Participation in the Session(s) is optional and extra-curricular for Licensor's students, therefore Licensee may not offer or promise any school credit for participation in its Session(s). Licensee is solely responsible for collecting permission forms and registering students to participate in its Session(s), and for collecting Session Costs directly from students and their families. Licensor is not responsible for any Session Costs that are not paid by students or their families. Licensee must keep all student information and student records confidential, including without limitation student names, addresses, family demographic and income information, payment information, and qualification or disqualification for the free or reduced meal program.

Costs. Prior to its first Session, Licensee must pay Licensor the Facilities Costs associated with Licensee's access to the School and use of the Venue. Licensor agrees to pay Licensee the amount of Session Costs specified for payment by Licensor in the Summary on or before the designated date, less any amount credited to Licensor to offset the Facilities Costs owed by Licensee.

Insurance. Prior to its first Session, Licensee must deliver to Licensor a current certificate of insurance for Commercial General Liability policy issued by a commercial insurance company satisfactory to Licensor and providing coverage for bodily injury, including death, personal injury, and property damage with a limit of at least Two Million Dollars (\$2,000,000) per occurrence, with all such insurance policies to name as additional insureds The UDA Foundation, Urban Discovery Academy, Fourteenth Street Holdings LLC, and the San Diego Community College District (collectively, the "Indemnified Parties"). Licensor reserves the right at its sole discretion to waive the obligation for Licensee to procure the insurance required by this Paragraph 1.5.

Pre-Screening. Licensee is responsible to ensure that its employees and volunteers who will be present at the School during any Session were pre-screened for tuberculosis and cleared the Department of Justice/Federal Bureau of Investigation criminal background check through LiveSCAN fingerprinting that is required prior to working with children. Licensee shall not allow any employee or volunteer under its supervision or control to enter the School or Venue who has been convicted of a serious or violent felony.

Staff Assistance. Licensors agree to provide Licensee and/or its participants the Staff Assistance, if any, specified in the Summary, to the best of Licensors' abilities given the availability of its Staff and other competing demands at the Urban Discovery Academy.

No Parking. No parking will be provided or available on the School site.

Rules and Regulations. Smoking in any form or device is prohibited at the School. Licensee is responsible to ensure that each Session complies with all applicable federal, state and local laws, regulations, codes and rules, including without limitation the Fire Code and the City of San Diego's Noise Abatement and Control ordinances, as well as any Urban Discovery Academy rules, policies, mandatory reporting obligations, or emergency protocols provided in **Attachment A** to this Agreement and incorporated herein, and that may be revised from time to time with or without notice. Licensee will ensure that its employees, volunteers and participants in its Session(s) use the School and the Venue in a safe, careful, and lawful manner, and use reasonable, best efforts to prevent any actions during the Session(s) which will alter, mar, deface, damage, or injure any part of the School, or other property of the Indemnified Parties.

Reservation of Control of School and Venue. Licensors reserve the right to control all aspects of Licensee's access to and use of the School and Venue, to enforce all the rules and regulations identified in Paragraph 1.9, and any other rules Licensors see fit to apply. Licensors have the right, at its sole discretion but with no duty or liability, to eject any person from the School or Venue for violation of any rules or regulations identified in Paragraph 1.9, or for any other reason whatsoever.

ARTICLE 2 . PERFORMANCE, CANCELLATIONS, AND INDEMNIFICATION

Performance. This Agreement is contingent upon the ability of Licensors to perform, and in no event will Licensors be liable for any damages should it become impracticable for Licensors to perform due to circumstances beyond its control, such as inclement weather, war or terrorist activity, government regulation, labor disputes, accidents, act of God, or other causes beyond Licensors' control.

Cancellation. Licensee may cancel the Session(s), thus terminating this Agreement, without penalty or cost by providing thirty (30) days' written notice to Licensors. Licensors may terminate the Agreement at any time for any reason. If Licensors cancel for any reason other than those set forth in section 2.1, any payment made by Licensee may be refunded, less actual costs incurred by Licensors.

Indemnification. Licensee agrees to indemnify, hold harmless and defend the Indemnified Parties, their officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns from and against any and all actions, suits, claims, demands, losses, damages, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties, that may be asserted or claimed by any person, firm, or entity arising out of Licensee's use of the School or Venue, or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Indemnified Parties in or about the School or Venue after Licensors provides access and use of the School or Venue to Licensee. This indemnity and hold harmless provision excludes actions brought by third persons against the Indemnified Parties arising out of willful or intentional acts or omissions of Licensors and/or the Indemnified Parties.

ARTICLE 3 . ADDITIONAL TERMS OF AGREEMENT

No Assignment; Successors or Assigns. The provisions of this Agreement may not be assigned by the Licensee without Licensor's prior written consent. Subject to the foregoing, the provisions of this Agreement inure to the benefit of and are binding upon the permitted successors and assigns of the Licensor and the Licensee.

Modification. No modification, waiver, amendment, or change of this Agreement is valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable in no way affects the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, will be settled by binding arbitration in San Diego County, California, pursuant to rules then in effect of the American Arbitration Association or as otherwise agreed upon by the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing Party is entitled to recover from the other Party reasonable expenses, attorneys' fees and costs. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees will survive any judgment and will not merge into the judgment.

Headings. The headings of the articles and paragraphs are for convenience of reference only, and in no way alter or affect the meaning or construction of any of the provisions of this Agreement.

Construction. When the context so requires and when used in this Agreement, the singular is deemed to include the plural and the plural is deemed to include the singular.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

Agreement to Perform Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out this Agreement.

Waiver. No waiver of any right pursuant hereto, or waiver of any breach hereof, will be effective unless in writing and signed by the Party waiving such right or breach. No waiver of any right or waiver of breach constitutes a waiver of any other or similar right or breach; and no failure to enforce any right hereunder will preclude or affect the later enforcement of such right.

Notice. All notices, requests, demands and other communications hereunder are deemed to have been duly given if personally delivered, emailed or mailed by first class mail to the address in the Summary for Licensee or Licensor.

Authority. Each Party signing this Agreement represents and warrants that the Party has full authority to do so, and that performance of all of the obligations contained herein have been duly authorized by all requisite actions on the part of such Party and that this Agreement binds such Party.


California Law. This Agreement is construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

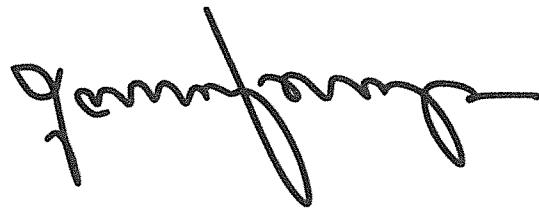
Licensor

Licensee

Urban Discovery Academy

By: 
Name: Shawn T. Loescher, Ed.D.
Its: Chief Executive Officer

By:
Name:
Its:



Attachment A
Additional Rules and Regulations for Use

In addition the Rules and Regulations identified in Paragraph 1.9 of the Agreement, Licensee agrees to comply with the following rules provided by the Urban Discovery Academy charter school:

[Insert any additional rules here.]

LIMITED NON-EXCLUSIVE LICENSE AND USE AGREEMENT

The following table is a summary of material provisions (“**Summary**”) of the Limited Non-Exclusive License and Use Agreement (“**Agreement**”). The Summary is incorporated into and made a part of the Agreement. References in the Agreement to terms in the Summary have the meaning in the Summary. Any capitalized term in the Agreement that is not defined in the Summary has the meaning in the Agreement. If a conflict exists between terms in the Summary and the Agreement, the Agreement prevails.

Effective Date:	September 4, 2018
Licensor:	Urban Discovery Academy, a California nonprofit public benefit corporation Address: 840 14th Street, San Diego, CA 92101 Telephone: (619) 788-4668 Federal Employer Identification Number (EIN): 26-2333338
A. Licensee:	Organization/Person: Center Stage Children’s Theater Address: 4070 Jackdaw Street San Diego, CA 92103 Contact: Rosy Selwitz Telephone: 760-586-1932 Email: centerstagechildrenstheater@gmail.com
B. Venue:	The Urban Discovery Academy charter school at 840 14 th Street, San Diego, CA 92101 (“ School ”). The Session(s) will occupy the following portions of the School (“ Venue ”):
C. Session(s):	Limited and Non-Exclusive use as follows: : To Musical Theater Instruction for students in grades K-8
D. Session Date(s):	<ul style="list-style-type: none"> ● September 4,11,18,25 ● October 2,9,16,23,30 ● November 6,13,20
E. Session Schedule:	Licensee’s access to the School will be from 11:55 AM to 2:00 PM on the Session Date(s), unless otherwise specified here: Licensee’s Session(s) will operate in accordance with the following Session Schedule: 11:55 AM to 12:30 PM – Licensee supervises student lunch 12:30 PM to 12:45 PM – Licensee supervises student recess (optional) 12:45 PM to 2:00 PM – Licensee’s Session
F. Class Size:	The minimum and maximum number of students and individuals who will be present is: Adults: <u> 1 </u> to <u> 2 </u> Minors: <u> 6 </u> to <u> 30 </u>

G. Staff Assistance:	Licensee requests Urban Discovery Academy to provide the following staff assistance, as available: None																					
H. Session Costs:	<p>Licensee's program costs per school quarter: \$ <u>199</u> for <u>12</u> Sessions.</p> <p>3 Full scholarships will be given to interested students who have met the free or reduced meal qualification once 10 paid enrollments have been received. Subsequent scholarships will be offered according to the following breakdown:</p> <table border="1" data-bbox="457 541 1372 982"> <thead> <tr> <th data-bbox="457 541 764 695">Number of Paid Enrollments</th> <th data-bbox="764 541 1071 695">Number of Free Scholarships for Free?Reduced Meal Qualifiers</th> <th data-bbox="1071 541 1372 695">Total Number of Students</th> </tr> </thead> <tbody> <tr> <td data-bbox="457 695 764 741">10</td> <td data-bbox="764 695 1071 741">3</td> <td data-bbox="1071 695 1372 741">13</td> </tr> <tr> <td data-bbox="457 741 764 787">14</td> <td data-bbox="764 741 1071 787">4</td> <td data-bbox="1071 741 1372 787">18</td> </tr> <tr> <td data-bbox="457 787 764 833">17</td> <td data-bbox="764 787 1071 833">5</td> <td data-bbox="1071 787 1372 833">22</td> </tr> <tr> <td data-bbox="457 833 764 879">20</td> <td data-bbox="764 833 1071 879">6</td> <td data-bbox="1071 833 1372 879">26</td> </tr> <tr> <td data-bbox="457 879 764 926">24</td> <td data-bbox="764 879 1071 926">7</td> <td data-bbox="1071 879 1372 926">31</td> </tr> <tr> <td data-bbox="457 926 764 972">27</td> <td data-bbox="764 926 1071 972">8</td> <td data-bbox="1071 926 1372 972">35</td> </tr> </tbody> </table>	Number of Paid Enrollments	Number of Free Scholarships for Free?Reduced Meal Qualifiers	Total Number of Students	10	3	13	14	4	18	17	5	22	20	6	26	24	7	31	27	8	35
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C. The Parties intend to simultaneously execute this Agreement to facilitate Licensee's use of the Venue for the Session(s), as set forth herein.

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Costs. Prior to its first Session, Licensee must pay Licensor the Facilities Costs associated with Licensee's access to the School and use of the Venue. Licensor agrees to pay Licensee the amount of Session Costs specified for payment by Licensor in the Summary on or before the designated date, less any amount credited to Licensor to offset the Facilities Costs owed by Licensee.

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Staff Assistance. Licensor agrees to provide Licensee and/or its participants the Staff Assistance, if any, specified in the Summary, to the best of Licensor's abilities given the availability of its Staff and other competing demands at the Urban Discovery Academy.

No Parking. No parking will be provided or available on the School site.

Rules and Regulations. Smoking in any form or device is prohibited at the School. Licensee is responsible to ensure that each Session complies with all applicable federal, state and local laws, regulations, codes and rules, including without limitation the Fire Code and the City of San Diego's Noise Abatement and Control ordinances, as well as any Urban Discovery Academy rules, policies, mandatory reporting obligations, or emergency protocols provided in **Attachment A** to this Agreement and incorporated herein, and that may be revised from time to time with or without notice. Licensee will ensure that its employees, volunteers and participants in its Session(s) use the School and the Venue in a safe, careful, and lawful manner, and use reasonable, best efforts to prevent any actions during the Session(s) which will alter, mar, deface, damage, or injure any part of the School, or other property of the Indemnified Parties.

Reservation of Control of School and Venue. Licensor reserves the right to control all aspects of Licensee's access to and use of the School and Venue, to enforce all the rules and regulations identified in Paragraph 1.9, and any other rules Licensor sees fit to apply. Licensor has the right, at its sole discretion but with no duty or liability, to eject any person from the School or Venue for violation of any rules or regulations identified in Paragraph 1.9, or for any other reason whatsoever.

ARTICLE 2 . PERFORMANCE, CANCELLATIONS, AND INDEMNIFICATION

Performance. This Agreement is contingent upon the ability of Licensor to perform, and in no event will Licensor be liable for any damages should it become impracticable for Licensor to perform due to circumstances beyond its control, such as inclement weather, war or terrorist activity, government regulation, labor disputes, accidents, act of God, or other causes beyond Licensor's control.

Cancellation. Licensee may cancel the Session(s), thus terminating this Agreement, without penalty or cost by providing thirty (30) days' written notice to Licensor. Licensor may terminate the Agreement at any time for any reason. If Licensor cancels for any reason other than those set forth in section 2.1, any payment made by Licensee may be refunded, less actual costs incurred by Licensor.

Indemnification. Licensee agrees to indemnify, hold harmless and defend the Indemnified Parties, their officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns from and against any and all actions, suits, claims, demands, losses, damages, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties, that may be asserted or claimed by any person, firm, or entity arising out of Licensee's use of the School or Venue, or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Indemnified Parties in or about the School or Venue after Licensor provides access and use of the School or Venue to Licensee. This indemnity and hold harmless provision excludes actions brought by third persons against the Indemnified Parties arising out of willful or intentional acts or omissions of Licensor and/or the Indemnified Parties.

ARTICLE 3 . ADDITIONAL TERMS OF AGREEMENT

No Assignment; Successors or Assigns. The provisions of this Agreement may not be assigned by the Licensee without Licensor's prior written consent. Subject to the foregoing, the provisions of this Agreement inure to the benefit of and are binding upon the permitted successors and assigns of the Licensor and the Licensee.

Modification. No modification, waiver, amendment, or change of this Agreement is valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable in no way affects the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, will be settled by binding arbitration in San Diego County, California, pursuant to rules then in effect of the American Arbitration Association or as otherwise agreed upon by the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing Party is entitled to recover from the other Party reasonable expenses, attorneys' fees and costs. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees will survive any judgment and will not merge into the judgment.

Headings. The headings of the articles and paragraphs are for convenience of reference only, and in no way alter or affect the meaning or construction of any of the provisions of this Agreement.

Construction. When the context so requires and when used in this Agreement, the singular is deemed to include the plural and the plural is deemed to include the singular.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

Agreement to Perform Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out this Agreement.

Waiver. No waiver of any right pursuant hereto, or waiver of any breach hereof, will be effective unless in writing and signed by the Party waiving such right or breach. No waiver of any right or waiver of breach constitutes a waiver of any other or similar right or breach; and no failure to enforce any right hereunder will preclude or affect the later enforcement of such right.

Notice. All notices, requests, demands and other communications hereunder are deemed to have been duly given if personally delivered, emailed or mailed by first class mail to the address in the Summary for Licensee or Licensors.


Authority. Each Party signing this Agreement represents and warrants that the Party has full authority to do so, and that performance of all of the obligations contained herein have been duly authorized by all requisite actions on the part of such Party and that this Agreement binds such Party.

California Law. This Agreement is construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

Licensors

Urban Discovery Academy

By: 
Name: Shawn T. Loescher, Ed.D.
Its: Chief Executive Officer

Licensee

Center Stage Children's Theater

By: 
Name: Rosy Dawn Selwitz
Its: Center Stage Children's Theater

Attachment A
Additional Rules and Regulations for Use

In addition the Rules and Regulations identified in Paragraph 1.9 of the Agreement, Licensee agrees to comply with the following rules provided by the Urban Discovery Academy charter school:

[Insert any additional rules here.]

LIMITED NON-EXCLUSIVE LICENSE AND USE AGREEMENT

The following table is a summary of material provisions (“**Summary**”) of the Limited Non-Exclusive License and Use Agreement (“**Agreement**”). The Summary is incorporated into and made a part of the Agreement. References in the Agreement to terms in the Summary have the meaning in the Summary. Any capitalized term in the Agreement that is not defined in the Summary has the meaning in the Agreement. If a conflict exists between terms in the Summary and the Agreement, the Agreement prevails.

Effective Date:	September 4, 2019
Licensor:	Urban Discovery Academy, a California nonprofit public benefit corporation Address: 840 14th Street, San Diego, CA 92101 Telephone: (619) 788-4668 Federal Employer Identification Number (EIN): 26-2333338
A. Licensee:	Organization/Person: Art Smarts Address: P.O.Box 191441 San Diego, CA 92159-1441 Contact: Penelope Quirk Telephone: 619-995-1186 Email: penelope@artsmarts.net
B. Venue:	The Urban Discovery Academy charter school at 840 14 th Street, San Diego, CA 92101 (“ School ”). The Session(s) will occupy the following portions of the School (“ Venue ”):
C. Session(s):	Limited and Non-Exclusive use as follows: : To Provide Art Instruction for students in grades TK-8
D. Session Date(s):	<ul style="list-style-type: none"> ● September 4, 11, 18, 25 ● October 2, 9, 16, 23, 30 ● November 6, 13, 20
E. Session Schedule:	Licensor's access to the School will be from 11:55 AM to 2:00 PM on the Session Date(s), unless otherwise specified here: Licensor's Session(s) will operate in accordance with the following Session Schedule: 11:55 AM to 12:30 PM – Licensor supervises student lunch 12:30 PM to 12:45 PM – Licensor supervises student recess (optional) 12:45 PM to 2:00 PM – Licensor's Session
F. Class Size:	The minimum and maximum number of students and individuals who will be present is: Adults: <u> 1 </u> to <u> 2 </u> Minors: <u> 10 </u> to <u> 16 </u>

G. Staff Assistance:	Licensee requests Urban Discovery Academy to provide the following staff assistance, as available: None																					
H. Session Costs:	<p>Licensee's program costs per school quarter: \$ <u>240</u> for <u>12</u> Sessions.</p> <p>3 Full scholarships will be given to interested students who have met the free or reduced meal qualification once 10 paid enrollments have been received. Subsequent scholarships will be offered according to the following breakdown:</p> <table border="1" data-bbox="464 541 1378 982"> <thead> <tr> <th data-bbox="464 541 769 695">Number of Paid Enrollments</th> <th data-bbox="769 541 1075 695">Number of Free Scholarships for Free?Reduced Meal Qualifiers</th> <th data-bbox="1075 541 1378 695">Total Number of Students</th> </tr> </thead> <tbody> <tr> <td data-bbox="464 695 769 743">10</td> <td data-bbox="769 695 1075 743">3</td> <td data-bbox="1075 695 1378 743">13</td> </tr> <tr> <td data-bbox="464 743 769 791">14</td> <td data-bbox="769 743 1075 791">4</td> <td data-bbox="1075 743 1378 791">18</td> </tr> <tr> <td data-bbox="464 791 769 840">17</td> <td data-bbox="769 791 1075 840">5</td> <td data-bbox="1075 791 1378 840">22</td> </tr> <tr> <td data-bbox="464 840 769 888">20</td> <td data-bbox="769 840 1075 888">6</td> <td data-bbox="1075 840 1378 888">26</td> </tr> <tr> <td data-bbox="464 888 769 936">24</td> <td data-bbox="769 888 1075 936">7</td> <td data-bbox="1075 888 1378 936">31</td> </tr> <tr> <td data-bbox="464 936 769 982">27</td> <td data-bbox="769 936 1075 982">8</td> <td data-bbox="1075 936 1378 982">35</td> </tr> </tbody> </table>	Number of Paid Enrollments	Number of Free Scholarships for Free?Reduced Meal Qualifiers	Total Number of Students	10	3	13	14	4	18	17	5	22	20	6	26	24	7	31	27	8	35
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I. Facilities Costs:	The \$12 per hour / student facility fee will be waived in lieu of providing full scholarships.																					

This Limited Non-Exclusive License and Use Agreement, including the Summary attached hereto and incorporated herein, is made and entered into by Licensor and Licensee (Licensor and Licensee may be referred to herein as a "Party" or collectively the "Parties") with reference to the following facts:

A. Licensor is a California nonprofit public benefit corporation organized for charitable and educational purposes, and Licensor is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code;

B. In furtherance of its charitable and educational purposes, Licensor wishes to grant limited, non-exclusive access to and use of the Venue to Licensee; and

C. The Parties intend to simultaneously execute this Agreement to facilitate Licensee's use of the Venue for the Session(s), as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the agreement of the Parties to be mutually bound by this Agreement, the Parties agree as follows:

ARTICLE 1

TERMS AND CONDITIONS

Use of Venue and School. Licensor hereby grants a license to Licensee for limited, non-exclusive access to School and use of the Venue on the Session Date(s), and in accordance with the Session Schedule, for the Session(s). Licensee agrees to abide by the Session Schedule on the Session Date(s), to limit its Session(s) at the Venue to the designated Class Size, and to provide adult supervision to its participants who are minors. At the end of each Session, Licensee agrees to restore the Venue and other areas of the School used during the Session to the same condition that existed prior to the Session.

Term and Schedule. This Agreement commences on the Effective Date and terminates on the last day of Licensee's Session Dates. Licensee's access to the School and use of the Venue operates in accordance with the Session Schedule on the Session Dates.

Registration and Confidential Information. Licensee is responsible for disseminating information regarding its Session(s) to students and their families through flyers/handouts, announcements submitted to the Urban Discovery Academy for inclusion in the school newsletter, or presentations at the school. Licensor will outline the process for Licensee to enroll students in its Session(s). Participation in the Session(s) is optional and extra-curricular for Licensor's students, therefore Licensee may not offer or promise any school credit for participation in its Session(s). Licensee is solely responsible for collecting permission forms and registering students to participate in its Session(s), and for collecting Session Costs directly from students and their families. Licensor is not responsible for any Session Costs that are not paid by students or their families. Licensee must keep all student information and student records confidential, including without limitation student names, addresses, family demographic and income information, payment information, and qualification or disqualification for the free or reduced meal program.

Costs. Prior to its first Session, Licensee must pay Licensor the Facilities Costs associated with Licensee's access to the School and use of the Venue. Licensor agrees to pay Licensee the amount of Session Costs specified for payment by Licensor in the Summary on or before the designated date, less any amount credited to Licensor to offset the Facilities Costs owed by Licensee.

Insurance. Prior to its first Session, Licensee must deliver to Licensor a current certificate of insurance for Commercial General Liability policy issued by a commercial insurance company satisfactory to Licensor and providing coverage for bodily injury, including death, personal injury, and property damage with a limit of at least Two Million Dollars (\$2,000,000) per occurrence, with all such insurance policies to name as additional insureds The UDA Foundation, Urban Discovery Academy, Fourteenth Street Holdings LLC, and the San Diego Community College District (collectively, the "Indemnified Parties"). Licensor reserves the right at its sole discretion to waive the obligation for Licensee to procure the insurance required by this Paragraph 1.5.

Pre-Screening. Licensee is responsible to ensure that its employees^{*} and volunteers who will be present at the School during any Session were pre-screened for tuberculosis and cleared the Department of Justice/Federal Bureau of Investigation criminal background check through LiveSCAN fingerprinting that is required prior to working with children. Licensee shall not allow any employee or volunteer under its supervision or control to enter the School or Venue who has been convicted of a serious or violent felony.

Staff Assistance. Licensor agrees to provide Licensee and/or its participants the Staff Assistance, if any, specified in the Summary, to the best of Licensor's abilities given the availability of its Staff and other competing demands at the Urban Discovery Academy.

No Parking. No parking will be provided or available on the School site.

Rules and Regulations. Smoking in any form or device is prohibited at the School. Licensee is responsible to ensure that each Session complies with all applicable federal, state and local laws, regulations, codes and rules, including without limitation the Fire Code and the City of San Diego's Noise Abatement and Control ordinances, as well as any Urban Discovery Academy rules, policies, mandatory reporting obligations, or emergency protocols provided in **Attachment A** to this Agreement and incorporated herein, and that may be revised from time to time with or without notice. Licensee will ensure that its employees, volunteers and participants in its Session(s) use the School and the Venue in a safe, careful, and lawful manner, and use reasonable, best efforts to prevent any actions during the Session(s) which will alter, mar, deface, damage, or injure any part of the School, or other property of the Indemnified Parties.

Reservation of Control of School and Venue. Licensor reserves the right to control all aspects of Licensee's access to and use of the School and Venue, to enforce all the rules and regulations identified in Paragraph 1.9, and any other rules Licensor sees fit to apply. Licensor has the right, at its sole discretion but with no duty or liability, to eject any person from the School or Venue for violation of any rules or regulations identified in Paragraph 1.9, or for any other reason whatsoever.

ARTICLE 2 . PERFORMANCE, CANCELLATIONS, AND INDEMNIFICATION

Performance. This Agreement is contingent upon the ability of Licensor to perform, and in no event will Licensor be liable for any damages should it become impracticable for Licensor to perform due to circumstances beyond its control, such as inclement weather, war or terrorist activity, government regulation, labor disputes, accidents, act of God, or other causes beyond Licensor's control.

Cancellation. Licensee may cancel the Session(s), thus terminating this Agreement, without penalty or cost by providing thirty (30) days' written notice to Licensor. Licensor may terminate the Agreement at any time for any reason. If Licensor cancels for any reason other than those set forth in section 2.1, any payment made by Licensee may be refunded, less actual costs incurred by Licensor.

Indemnification. Licensee agrees to indemnify, hold harmless and defend the Indemnified Parties, their officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns from and against any and all actions, suits, claims, demands, losses, damages, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties, that may be asserted or claimed by any person, firm, or entity arising out of Licensee's use of the School or Venue, or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Indemnified Parties in or about the School or Venue after Licensor provides access and use of the School or Venue to Licensee. This indemnity and hold harmless provision excludes actions brought by third persons against the Indemnified Parties arising out of willful or intentional acts or omissions of Licensor and/or the Indemnified Parties.

ARTICLE 3 . ADDITIONAL TERMS OF AGREEMENT

No Assignment; Successors or Assigns. The provisions of this Agreement may not be assigned by the Licensee without Licensor's prior written consent. Subject to the foregoing, the provisions of this Agreement inure to the benefit of and are binding upon the permitted successors and assigns of the Licensor and the Licensee.

Modification. No modification, waiver, amendment, or change of this Agreement is valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable in no way affects the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, will be settled by binding arbitration in San Diego County, California, pursuant to rules then in effect of the American Arbitration Association or as otherwise agreed upon by the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing Party is entitled to recover from the other Party reasonable expenses, attorneys' fees and costs. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees will survive any judgment and will not merge into the judgment.

Headings. The headings of the articles and paragraphs are for convenience of reference only, and in no way alter or affect the meaning or construction of any of the provisions of this Agreement.

Construction. When the context so requires and when used in this Agreement, the singular is deemed to include the plural and the plural is deemed to include the singular.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

Agreement to Perform Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out this Agreement.

Waiver. No waiver of any right pursuant hereto, or waiver of any breach hereof, will be effective unless in writing and signed by the Party waiving such right or breach. No waiver of any right or waiver of breach constitutes a waiver of any other or similar right or breach; and no failure to enforce any right hereunder will preclude or affect the later enforcement of such right.

Notice. All notices, requests, demands and other communications hereunder are deemed to have been duly given if personally delivered, emailed or mailed by first class mail to the address in the Summary for Licensee or Licensor.

Authority. Each Party signing this Agreement represents and warrants that the Party has full authority to do so, and that performance of all of the obligations contained herein have been duly authorized by all requisite actions on the part of such Party and that this Agreement binds such Party.

California Law. This Agreement is construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date. *Aug. 8, 2019*

Licensor

Urban Discovery Academy

By: *[Signature]*
Name: Shawn T. Loescher, Ed.D.
Its: Chief Executive Officer

Licensee

Art Smarts, Inc.

By: *Penelope Quirk*
Name: *President*
Its: *Penelope J. Quirk*

Attachment A
Additional Rules and Regulations for Use

In addition the Rules and Regulations identified in Paragraph 1.9 of the Agreement, Licensee agrees to comply with the following rules provided by the Urban Discovery Academy charter school:

[Insert any additional rules here.]

LIMITED NON-EXCLUSIVE LICENSE AND USE AGREEMENT

The following table is a summary of material provisions (“**Summary**”) of the Limited Non-Exclusive License and Use Agreement (“**Agreement**”). The Summary is incorporated into and made a part of the Agreement. References in the Agreement to terms in the Summary have the meaning in the Summary. Any capitalized term in the Agreement that is not defined in the Summary has the meaning in the Agreement. If a conflict exists between terms in the Summary and the Agreement, the Agreement prevails.

Effective Date:	September 4, 2019
Licensor:	Urban Discovery Academy, a California nonprofit public benefit corporation Address: 840 14th Street, San Diego, CA 92101 Telephone: (619) 788-4668 Federal Employer Identification Number (EIN): 26-2333338
A. Licensee:	Organization/Person: <u>ThoughtSTEM</u> Address: 2635 Camino del Rio South, Suite 103 San Diego, CA 9210 Contact: Jordan Hisamoto Email: jordan@thoughtstem.com
B. Venue:	The Urban Discovery Academy charter school at 840 14 th Street, San Diego, CA 92101 (“ School ”). The Session(s) will occupy the following portions of the School (“ Venue ”):
C. Session(s):	Limited and Non-Exclusive use as follows: : To Provide Coding Instruction for students in grades 3-6
D. Session Date(s):	<ul style="list-style-type: none"> ● September 4, 11, 18, 25 ● October 2, 9, 16, 23, 30 ● November 6, 13, 20
E. Session Schedule:	Licensee’s access to the School will be from 12:00 PM to 2:00 PM on the Session Date(s), unless otherwise specified here: Licensee’s Session(s) will operate in accordance with the following Session Schedule: 11:55 AM to 12:30 PM – Licensee supervises student lunch 12:30 PM to 12:45 PM – Licensee supervises student recess (optional) 12:45 PM to 2:00 PM – Licensee’s Session
F. Class Size:	The minimum and maximum number of students and individuals who will be present is: Adults: <u>1</u> to <u>3</u> Minors: <u>10</u> to <u>26</u>

G. Staff Assistance:	Licensee requests Urban Discovery Academy to provide the following staff assistance, as available: None																					
H. Session Costs:	<p>Licensee's program costs per school quarter: \$ 250 for 12 Sessions.</p> <p>3 Full scholarships will be given to interested students who have met the free or reduced meal qualification once 10 paid enrollments have been received. Subsequent scholarships will be offered according to the following breakdown:</p> <table border="1" data-bbox="464 537 1377 978"> <thead> <tr> <th data-bbox="464 537 768 688">Number of Paid Enrollments</th> <th data-bbox="768 537 1071 688">Number of Free Scholarships for Free?Reduced Meal Qualifiers</th> <th data-bbox="1071 537 1377 688">Total Number of Students</th> </tr> </thead> <tbody> <tr> <td data-bbox="464 688 768 741">10</td> <td data-bbox="768 688 1071 741">3</td> <td data-bbox="1071 688 1377 741">13</td> </tr> <tr> <td data-bbox="464 741 768 793">14</td> <td data-bbox="768 741 1071 793">4</td> <td data-bbox="1071 741 1377 793">18</td> </tr> <tr> <td data-bbox="464 793 768 846">17</td> <td data-bbox="768 793 1071 846">5</td> <td data-bbox="1071 793 1377 846">22</td> </tr> <tr> <td data-bbox="464 846 768 898">20</td> <td data-bbox="768 846 1071 898">6</td> <td data-bbox="1071 846 1377 898">26</td> </tr> <tr> <td data-bbox="464 898 768 951">24</td> <td data-bbox="768 898 1071 951">7</td> <td data-bbox="1071 898 1377 951">31</td> </tr> <tr> <td data-bbox="464 951 768 978">27</td> <td data-bbox="768 951 1071 978">8</td> <td data-bbox="1071 951 1377 978">35</td> </tr> </tbody> </table>	Number of Paid Enrollments	Number of Free Scholarships for Free?Reduced Meal Qualifiers	Total Number of Students	10	3	13	14	4	18	17	5	22	20	6	26	24	7	31	27	8	35
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B. In furtherance of its charitable and educational purposes, Licensor wishes to grant limited, non-exclusive access to and use of the Venue to Licensee; and

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Costs. Prior to its first Session, Licensee must pay Licensor the Facilities Costs associated with Licensee's access to the School and use of the Venue. Licensor agrees to pay Licensee the amount of Session Costs specified for payment by Licensor in the Summary on or before the designated date, less any amount credited to Licensor to offset the Facilities Costs owed by Licensee.

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No Parking. No parking will be provided or available on the School site.

Rules and Regulations. Smoking in any form or device is prohibited at the School. Licensee is responsible to ensure that each Session complies with all applicable federal, state and local laws, regulations, codes and rules, including without limitation the Fire Code and the City of San Diego's Noise Abatement and Control ordinances, as well as any Urban Discovery Academy rules, policies, mandatory reporting obligations, or emergency protocols provided in **Attachment A** to this Agreement and incorporated herein, and that may be revised from time to time with or without notice. Licensee will ensure that its employees, volunteers and participants in its Session(s) use the School and the Venue in a safe, careful, and lawful manner, and use reasonable, best efforts to prevent any actions during the Session(s) which will alter, mar, deface, damage, or injure any part of the School, or other property of the Indemnified Parties.

Reservation of Control of School and Venue. Licenser reserves the right to control all aspects of Licensee's access to and use of the School and Venue, to enforce all the rules and regulations identified in Paragraph 1.9, and any other rules Licenser sees fit to apply. Licenser has the right, at its sole discretion but with no duty or liability, to eject any person from the School or Venue for violation of any rules or regulations identified in Paragraph 1.9, or for any other reason whatsoever.

ARTICLE 2 . PERFORMANCE, CANCELLATIONS, AND INDEMNIFICATION

Performance. This Agreement is contingent upon the ability of Licenser to perform, and in no event will Licenser be liable for any damages should it become impracticable for Licenser to perform due to circumstances beyond its control, such as inclement weather, war or terrorist activity, government regulation, labor disputes, accidents, act of God, or other causes beyond Licenser's control.

Cancellation. Licensee may cancel the Session(s), thus terminating this Agreement, without penalty or cost by providing thirty (30) days' written notice to Licenser. Licenser may terminate the Agreement at any time for any reason. If Licenser cancels for any reason other than those set forth in section 2.1, any payment made by Licensee may be refunded, less actual costs incurred by Licenser.

Indemnification. Licensee agrees to indemnify, hold harmless and defend the Indemnified Parties, their officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns from and against any and all actions, suits, claims, demands, losses, damages, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties, that may be asserted or claimed by any person, firm, or entity arising out of Licensee's use of the School or Venue, or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Indemnified Parties in or about the School or Venue after Licenser provides access and use of the School or Venue to Licensee. This indemnity and hold harmless provision excludes actions brought by third persons against the Indemnified Parties arising out of willful or intentional acts or omissions of Licenser and/or the Indemnified Parties.

ARTICLE 3 . ADDITIONAL TERMS OF AGREEMENT

No Assignment: Successors or Assigns. The provisions of this Agreement may not be assigned by the Licensee without Licensor's prior written consent. Subject to the foregoing, the provisions of this Agreement inure to the benefit of and are binding upon the permitted successors and assigns of the Licensor and the Licensee.

Modification. No modification, waiver, amendment, or change of this Agreement is valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable in no way affects the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, will be settled by binding arbitration in San Diego County, California, pursuant to rules then in effect of the American Arbitration Association or as otherwise agreed upon by the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing Party is entitled to recover from the other Party reasonable expenses, attorneys' fees and costs. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees will survive any judgment and will not merge into the judgment.

Headings. The headings of the articles and paragraphs are for convenience of reference only, and in no way alter or affect the meaning or construction of any of the provisions of this Agreement.

Construction. When the context so requires and when used in this Agreement, the singular is deemed to include the plural and the plural is deemed to include the singular.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

Agreement to Perform Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out this Agreement.

Waiver. No waiver of any right pursuant hereto, or waiver of any breach hereof, will be effective unless in writing and signed by the Party waiving such right or breach. No waiver of any right or waiver of breach constitutes a waiver of any other or similar right or breach; and no failure to enforce any right hereunder will preclude or affect the later enforcement of such right.

Notice. All notices, requests, demands and other communications hereunder are deemed to have been duly given if personally delivered, emailed or mailed by first class mail to the address in the Summary for Licensee or Licensor.


Authority. Each Party signing this Agreement represents and warrants that the Party has full authority to do so, and that performance of all of the obligations contained herein have been duly authorized by all requisite actions on the part of such Party and that this Agreement binds such Party.

California Law. This Agreement is construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

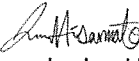
Licensor

Urban Discovery Academy

By: 
Name: Shawn T. Loescher, Ed.D.
Its: Chief Executive Officer

Licensee

ThoughtSTEM LLC

By: 
Name: Jordan Hisamoto
Its: Program Manager

Attachment A
Additional Rules and Regulations for Use

In addition the Rules and Regulations identified in Paragraph 1.9 of the Agreement, Licensee agrees to comply with the following rules provided by the Urban Discovery Academy charter school:

[Insert any additional rules here.]

LIMITED NON-EXCLUSIVE LICENSE AND USE AGREEMENT

The following table is a summary of material provisions ("**Summary**") of the Limited Non-Exclusive License and Use Agreement ("**Agreement**"). The Summary is incorporated into and made a part of the Agreement. References in the Agreement to terms in the Summary have the meaning in the Summary. Any capitalized term in the Agreement that is not defined in the Summary has the meaning in the Agreement. If a conflict exists between terms in the Summary and the Agreement, the Agreement prevails.

Effective Date:	September 4, 2019
Licensors:	Urban Discovery Academy, a California nonprofit public benefit corporation Address: 840 14th Street, San Diego, CA 92101 Telephone: (619) 788-4668 Federal Employer Identification Number (EIN): 26-2333338
A. Licensee:	Organization/Person: <u>Musical Minds</u> Contact: Tracy Goodwin Telephone: 951-970-9956 Email: sandiegomusicalminds@gmail.com
B. Venue:	The Urban Discovery Academy charter school at 840 14 th Street, San Diego, CA 92101 (" School "). The Session(s) will occupy the following portions of the School (" Venue "):
C. Session(s):	Limited and Non-Exclusive use as follows: : To Provide Keyboard Instruction for students in grades 1-8
D. Session Date(s):	<ul style="list-style-type: none"> ● September 4,11,18,25 ● October 2,9,16,23,30 ● November 6,13,20
E. Session Schedule:	Licensee's access to the School will be from 12:00 PM to 2:00 PM on the Session Date(s), unless otherwise specified here: Licensee's Session(s) will operate in accordance with the following Session Schedule: 11:55 AM to 12:30 PM – Licensee supervises student lunch 12:30 PM to 12:45 PM – Licensee supervises student recess (optional) 12:45 PM to 2:00 PM – Licensee's Session
F. Class Size:	The minimum and maximum number of students and individuals who will be present is: Adults: <u>1</u> to <u>4</u> Minors: <u>10</u> to <u>28</u>
G. Staff Assistance:	Licensee requests Urban Discovery Academy to provide the following staff assistance, as available: None

H. Session Costs:	<p>Licensee's program costs per school quarter: \$ <u>228</u> for <u>12</u> Sessions.</p> <p>3 Full scholarships will be given to interested students who have met the free or reduced meal qualification once 10 paid enrollments have been received. Subsequent scholarships will be offered according to the following breakdown:</p> <table border="1" data-bbox="461 457 1375 898"> <thead> <tr> <th data-bbox="461 457 768 604">Number of Paid Enrollments</th> <th data-bbox="773 457 1073 604">Number of Free Scholarships for Free?Reduced Meal Qualifiers</th> <th data-bbox="1078 457 1375 604">Total Number of Students</th> </tr> </thead> <tbody> <tr> <td data-bbox="461 611 768 653">10</td> <td data-bbox="773 611 1073 653">3</td> <td data-bbox="1078 611 1375 653">13</td> </tr> <tr> <td data-bbox="461 659 768 701">14</td> <td data-bbox="773 659 1073 701">4</td> <td data-bbox="1078 659 1375 701">18</td> </tr> <tr> <td data-bbox="461 707 768 749">17</td> <td data-bbox="773 707 1073 749">5</td> <td data-bbox="1078 707 1375 749">22</td> </tr> <tr> <td data-bbox="461 756 768 798">20</td> <td data-bbox="773 756 1073 798">6</td> <td data-bbox="1078 756 1375 798">26</td> </tr> <tr> <td data-bbox="461 804 768 846">24</td> <td data-bbox="773 804 1073 846">7</td> <td data-bbox="1078 804 1375 846">31</td> </tr> <tr> <td data-bbox="461 852 768 894">27</td> <td data-bbox="773 852 1073 894">8</td> <td data-bbox="1078 852 1375 894">35</td> </tr> </tbody> </table>	Number of Paid Enrollments	Number of Free Scholarships for Free?Reduced Meal Qualifiers	Total Number of Students	10	3	13	14	4	18	17	5	22	20	6	26	24	7	31	27	8	35
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I. Facilities Costs:	<p>The \$12 per hour facility fee will be waived in lieu of providing full scholarships.</p>																					

This Limited Non-Exclusive License and Use Agreement, including the Summary attached hereto and incorporated herein, is made and entered into by Licensor and Licensee (Licensor and Licensee may be referred to herein as a "Party" or collectively the "Parties") with reference to the following facts:

A. Licensor is a California nonprofit public benefit corporation organized for charitable and educational purposes, and Licensor is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code;

B. In furtherance of its charitable and educational purposes, Licensor wishes to grant limited, non-exclusive access to and use of the Venue to Licensee; and

C. The Parties intend to simultaneously execute this Agreement to facilitate Licensee's use of the Venue for the Session(s), as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the agreement of the Parties to be mutually bound by this Agreement, the Parties agree as follows:

ARTICLE 1 TERMS AND CONDITIONS

Use of Venue and School. Licensor hereby grants a license to Licensee for limited, non-exclusive access to School and use of the Venue on the Session Date(s), and in accordance with the Session

Schedule, for the Session(s). Licensee agrees to abide by the Session Schedule on the Session Date(s), to limit its Session(s) at the Venue to the designated Class Size, and to provide adult supervision to its participants who are minors. At the end of each Session, Licensee agrees to restore the Venue and other areas of the School used during the Session to the same condition that existed prior to the Session.

Term and Schedule. This Agreement commences on the Effective Date and terminates on the last day of Licensee's Session Dates. Licensee's access to the School and use of the Venue operates in accordance with the Session Schedule on the Session Dates.

Registration and Confidential Information. Licensee is responsible for disseminating information regarding its Session(s) to students and their families through flyers/handouts, announcements submitted to the Urban Discovery Academy for inclusion in the school newsletter, or presentations at the school. Licensor will outline the process for Licensee to enroll students in its Session(s). Participation in the Session(s) is optional and extra-curricular for Licensor's students, therefore Licensee may not offer or promise any school credit for participation in its Session(s). Licensee is solely responsible for collecting permission forms and registering students to participate in its Session(s), and for collecting Session Costs directly from students and their families. Licensor is not responsible for any Session Costs that are not paid by students or their families. Licensee must keep all student information and student records confidential, including without limitation student names, addresses, family demographic and income information, payment information, and qualification or disqualification for the free or reduced meal program.

Costs. Prior to its first Session, Licensee must pay Licensor the Facilities Costs associated with Licensee's access to the School and use of the Venue. Licensor agrees to pay Licensee the amount of Session Costs specified for payment by Licensor in the Summary on or before the designated date, less any amount credited to Licensor to offset the Facilities Costs owed by Licensee.

Insurance. Prior to its first Session, Licensee must deliver to Licensor a current certificate of insurance for Commercial General Liability policy issued by a commercial insurance company satisfactory to Licensor and providing coverage for bodily injury, including death, personal injury, and property damage with a limit of at least Two Million Dollars (\$2,000,000) per occurrence, with all such insurance policies to name as additional insureds The UDA Foundation, Urban Discovery Academy, Fourteenth Street Holdings LLC, and the San Diego Community College District (collectively, the "**Indemnified Parties**"). Licensor reserves the right at its sole discretion to waive the obligation for Licensee to procure the insurance required by this Paragraph 1.5.

Pre-Screening. Licensee is responsible to ensure that its employees and volunteers who will be present at the School during any Session were pre-screened for tuberculosis and cleared the Department of Justice/Federal Bureau of Investigation criminal background check through LiveSCAN fingerprinting that is required prior to working with children. Licensee shall not allow any employee or volunteer under its supervision or control to enter the School or Venue who has been convicted of a serious or violent felony.

Staff Assistance. Licensor agrees to provide Licensee and/or its participants the Staff Assistance, if any, specified in the Summary, to the best of Licensor's abilities given the availability of its Staff and other competing demands at the Urban Discovery Academy.

No Parking. No parking will be provided or available on the School site.

Rules and Regulations. Smoking in any form or device is prohibited at the School. Licensee is responsible to ensure that each Session complies with all applicable federal, state and local laws, regulations, codes and rules, including without limitation the Fire Code and the City of San Diego's Noise Abatement and Control ordinances, as well as any Urban Discovery Academy rules, policies, mandatory reporting obligations, or emergency protocols provided in **Attachment A** to this Agreement and incorporated herein, and that may be revised from time to time with or without notice. Licensee will ensure that its employees, volunteers and participants in its Session(s) use the School and the Venue in a safe, careful, and lawful manner, and use reasonable, best efforts to prevent any actions during the Session(s) which will alter, mar, deface, damage, or injure any part of the School, or other property of the Indemnified Parties.

Reservation of Control of School and Venue. Licensor reserves the right to control all aspects of Licensee's access to and use of the School and Venue, to enforce all the rules and regulations identified in Paragraph 1.9, and any other rules Licensor sees fit to apply. Licensor has the right, at its sole discretion but with no duty or liability, to eject any person from the School or Venue for violation of any rules or regulations identified in Paragraph 1.9, or for any other reason whatsoever.

ARTICLE 2 . PERFORMANCE, CANCELLATIONS, AND INDEMNIFICATION

Performance. This Agreement is contingent upon the ability of Licensor to perform, and in no event will Licensor be liable for any damages should it become impracticable for Licensor to perform due to circumstances beyond its control, such as inclement weather, war or terrorist activity, government regulation, labor disputes, accidents, act of God, or other causes beyond Licensor's control.

Cancellation. Licensee may cancel the Session(s), thus terminating this Agreement, without penalty or cost by providing thirty (30) days' written notice to Licensor. Licensor may terminate the Agreement at any time for any reason. If Licensor cancels for any reason other than those set forth in section 2.1, any payment made by Licensee may be refunded, less actual costs incurred by Licensor.

Indemnification. Licensee agrees to indemnify, hold harmless and defend the Indemnified Parties, their officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns from and against any and all actions, suits, claims, demands, losses, damages, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties, that may be asserted or claimed by any person, firm, or entity arising out of Licensee's use of the School or Venue, or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Indemnified Parties in or about the School or Venue after Licensor provides access and use of the School or Venue to Licensee. This indemnity and hold harmless provision excludes actions brought by third persons against the Indemnified Parties arising out of willful or intentional acts or omissions of Licensor and/or the Indemnified Parties.

ARTICLE 3 . ADDITIONAL TERMS OF AGREEMENT

No Assignment; Successors or Assigns. The provisions of this Agreement may not be assigned by the Licensee without Licensor's prior written consent. Subject to the foregoing, the provisions of this

Agreement inure to the benefit of and are binding upon the permitted successors and assigns of the Licensor and the Licensee.

Modification. No modification, waiver, amendment, or change of this Agreement is valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable in no way affects the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, will be settled by binding arbitration in San Diego County, California, pursuant to rules then in effect of the American Arbitration Association or as otherwise agreed upon by the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing Party is entitled to recover from the other Party reasonable expenses, attorneys' fees and costs. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees will survive any judgment and will not merge into the judgment.

Headings. The headings of the articles and paragraphs are for convenience of reference only, and in no way alter or affect the meaning or construction of any of the provisions of this Agreement.

Construction. When the context so requires and when used in this Agreement, the singular is deemed to include the plural and the plural is deemed to include the singular.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

Agreement to Perform Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out this Agreement.

Waiver. No waiver of any right pursuant hereto, or waiver of any breach hereof, will be effective unless in writing and signed by the Party waiving such right or breach. No waiver of any right or waiver of breach constitutes a waiver of any other or similar right or breach; and no failure to enforce any right hereunder will preclude or affect the later enforcement of such right.

Notice. All notices, requests, demands and other communications hereunder are deemed to have been duly given if personally delivered, emailed or mailed by first class mail to the address in the Summary for Licensee or Licensor.


Authority. Each Party signing this Agreement represents and warrants that the Party has full authority to do so, and that performance of all of the obligations contained herein have been duly authorized by all requisite actions on the part of such Party and that this Agreement binds such Party.

California Law. This Agreement is construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.



Licensor

Urban Discovery Academy

By: 
Name: Shawn T. Loescher, Ed.D.
Its: Chief Executive Officer

Licensee

Musical Minds

By: 
Name: Tracy Goodwin
Its: 
8/14/19

Attachment A
Additional Rules and Regulations for Use

In addition the Rules and Regulations identified in Paragraph 1.9 of the Agreement, Licensee agrees to comply with the following rules provided by the Urban Discovery Academy charter school:

[Insert any additional rules here.]

LIMITED NON-EXCLUSIVE LICENSE AND USE AGREEMENT

The following table is a summary of material provisions ("**Summary**") of the Limited Non-Exclusive License and Use Agreement ("**Agreement**"). The Summary is incorporated into and made a part of the Agreement. References in the Agreement to terms in the Summary have the meaning in the Summary. Any capitalized term in the Agreement that is not defined in the Summary has the meaning in the Agreement. If a conflict exists between terms in the Summary and the Agreement, the Agreement prevails.

Effective Date:	March 13, 2019
Licensor:	Urban Discovery Academy, a California nonprofit public benefit corporation Address: 840 14th Street, San Diego, CA 92101 Telephone: (619) 788-4668 Federal Employer Identification Number (EIN): 26-2333338
A. Licensee:	Organization/Person: Rodney Anderson Address: 4261 Swift Ave. #12 San Diego, CA 92104 Contact: Rodney Anderson Telephone: 619-416-2247 Email: rodneyandersonjr@gmail.com
B. Venue:	The Urban Discovery Academy charter school at 840 14 th Street, San Diego, CA 92101 (" School "). The Session(s) will occupy the following portions of the School (" Venue "):
C. Session(s):	Limited and Non-Exclusive use as follows: : To Provide illustration/comic Instruction for students in grades 5-8
D. Session Date(s):	<ul style="list-style-type: none"> ● September 4, 11, 18, 25 ● October 2, 9, 16, 23, 30 ● November 6, 13, 20
E. Session Schedule:	Licensor's access to the School will be from 12:00 PM to 2:00 PM on the Session Date(s), unless otherwise specified here: Licensee's Session(s) will operate in accordance with the following Session Schedule: 11:55 AM to 12:30 PM – Licensee supervises student lunch 12:30 PM to 12:45 PM – Licensee supervises student recess (optional) 12:45 PM to 2:00 PM – Licensee's Session
F. Class Size:	The minimum and maximum number of students and individuals who will be present is: Adults: <u> 1 </u> to <u> 2 </u> Minors: <u> 10 </u> to <u> 24 </u>

G. Staff Assistance:	Licensee requests Urban Discovery Academy to provide the following staff assistance, as available: None																					
H. Session Costs:	<p>Licensee's program costs per school quarter: \$ <u>200</u> for <u>12</u> Sessions.</p> <p>3 Full scholarships will be given to interested students who have met the free or reduced meal qualification once 10 paid enrollments have been received. Subsequent scholarships will be offered according to the following breakdown:</p> <table border="1" data-bbox="461 533 1375 974"> <thead> <tr> <th data-bbox="466 539 768 686">Number of Paid Enrollments</th> <th data-bbox="773 539 1075 686">Number of Free Scholarships for Free?Reduced Meal Qualifiers</th> <th data-bbox="1079 539 1370 686">Total Number of Students</th> </tr> </thead> <tbody> <tr> <td data-bbox="466 693 768 732">10</td> <td data-bbox="773 693 1075 732">3</td> <td data-bbox="1079 693 1370 732">13</td> </tr> <tr> <td data-bbox="466 739 768 779">14</td> <td data-bbox="773 739 1075 779">4</td> <td data-bbox="1079 739 1370 779">18</td> </tr> <tr> <td data-bbox="466 785 768 825">17</td> <td data-bbox="773 785 1075 825">5</td> <td data-bbox="1079 785 1370 825">22</td> </tr> <tr> <td data-bbox="466 831 768 871">20</td> <td data-bbox="773 831 1075 871">6</td> <td data-bbox="1079 831 1370 871">26</td> </tr> <tr> <td data-bbox="466 877 768 917">24</td> <td data-bbox="773 877 1075 917">7</td> <td data-bbox="1079 877 1370 917">31</td> </tr> <tr> <td data-bbox="466 924 768 963">27</td> <td data-bbox="773 924 1075 963">8</td> <td data-bbox="1079 924 1370 963">35</td> </tr> </tbody> </table>	Number of Paid Enrollments	Number of Free Scholarships for Free?Reduced Meal Qualifiers	Total Number of Students	10	3	13	14	4	18	17	5	22	20	6	26	24	7	31	27	8	35
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A. Licensor is a California nonprofit public benefit corporation organized for charitable and educational purposes, and Licensor is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code;

B. In furtherance of its charitable and educational purposes, Licensor wishes to grant limited, non-exclusive access to and use of the Venue to Licensee; and

C. The Parties intend to simultaneously execute this Agreement to facilitate Licensee's use of the Venue for the Session(s), as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the agreement of the Parties to be mutually bound by this Agreement, the Parties agree as follows:

ARTICLE 1

TERMS AND CONDITIONS

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Costs. Prior to its first Session, Licensee must pay Licensor the Facilities Costs associated with Licensee's access to the School and use of the Venue. Licensor agrees to pay Licensee the amount of Session Costs specified for payment by Licensor in the Summary on or before the designated date, less any amount credited to Licensor to offset the Facilities Costs owed by Licensee.

Insurance. Prior to its first Session, Licensee must deliver to Licensor a current certificate of insurance for Commercial General Liability policy issued by a commercial insurance company satisfactory to Licensor and providing coverage for bodily injury, including death, personal injury, and property damage with a limit of at least Two Million Dollars (\$2,000,000) per occurrence, with all such insurance policies to name as additional insureds The UDA Foundation, Urban Discovery Academy, Fourteenth Street Holdings LLC, and the San Diego Community College District (collectively, the "**Indemnified Parties**"). Licensor reserves the right at its sole discretion to waive the obligation for Licensee to procure the insurance required by this Paragraph 1.5.

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Staff Assistance. Licensors agree to provide Licensee and/or its participants the Staff Assistance, if any, specified in the Summary, to the best of Licensors' abilities given the availability of its Staff and other competing demands at the Urban Discovery Academy.

No Parking. No parking will be provided or available on the School site.

Rules and Regulations. Smoking in any form or device is prohibited at the School. Licensee is responsible to ensure that each Session complies with all applicable federal, state and local laws, regulations, codes and rules, including without limitation the Fire Code and the City of San Diego's Noise Abatement and Control ordinances, as well as any Urban Discovery Academy rules, policies, mandatory reporting obligations, or emergency protocols provided in **Attachment A** to this Agreement and incorporated herein, and that may be revised from time to time with or without notice. Licensee will ensure that its employees, volunteers and participants in its Session(s) use the School and the Venue in a safe, careful, and lawful manner, and use reasonable, best efforts to prevent any actions during the Session(s) which will alter, mar, deface, damage, or injure any part of the School, or other property of the Indemnified Parties.

Reservation of Control of School and Venue. Licensors reserve the right to control all aspects of Licensee's access to and use of the School and Venue, to enforce all the rules and regulations identified in Paragraph 1.9, and any other rules Licensors see fit to apply. Licensors have the right, at its sole discretion but with no duty or liability, to eject any person from the School or Venue for violation of any rules or regulations identified in Paragraph 1.9, or for any other reason whatsoever.

ARTICLE 2 . PERFORMANCE, CANCELLATIONS, AND INDEMNIFICATION

Performance. This Agreement is contingent upon the ability of Licensors to perform, and in no event will Licensors be liable for any damages should it become impracticable for Licensors to perform due to circumstances beyond its control, such as inclement weather, war or terrorist activity, government regulation, labor disputes, accidents, act of God, or other causes beyond Licensors' control.

Cancellation. Licensee may cancel the Session(s), thus terminating this Agreement, without penalty or cost by providing thirty (30) days' written notice to Licensors. Licensors may terminate the Agreement at any time for any reason. If Licensors cancel for any reason other than those set forth in section 2.1, any payment made by Licensee may be refunded, less actual costs incurred by Licensors.

Indemnification. Licensee agrees to indemnify, hold harmless and defend the Indemnified Parties, their officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns from and against any and all actions, suits, claims, demands, losses, damages, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties, that may be asserted or claimed by any person, firm, or entity arising out of Licensee's use of the School or Venue, or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Indemnified Parties in or about the School or Venue after Licensors provides access and use of the School or Venue to Licensee. This indemnity and hold harmless provision excludes actions brought by third persons against the Indemnified Parties arising out of willful or intentional acts or omissions of Licensors and/or the Indemnified Parties.

ARTICLE 3 . ADDITIONAL TERMS OF AGREEMENT

No Assignment; Successors or Assigns. The provisions of this Agreement may not be assigned by the Licensee without Licensor's prior written consent. Subject to the foregoing, the provisions of this Agreement inure to the benefit of and are binding upon the permitted successors and assigns of the Licensor and the Licensee.

Modification. No modification, waiver, amendment, or change of this Agreement is valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable in no way affects the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, will be settled by binding arbitration in San Diego County, California, pursuant to rules then in effect of the American Arbitration Association or as otherwise agreed upon by the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing Party is entitled to recover from the other Party reasonable expenses, attorneys' fees and costs. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees will survive any judgment and will not merge into the judgment.

Headings. The headings of the articles and paragraphs are for convenience of reference only, and in no way alter or affect the meaning or construction of any of the provisions of this Agreement.

Construction. When the context so requires and when used in this Agreement, the singular is deemed to include the plural and the plural is deemed to include the singular.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

Agreement to Perform Necessary Acts. Each Party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out this Agreement.

Waiver. No waiver of any right pursuant hereto, or waiver of any breach hereof, will be effective unless in writing and signed by the Party waiving such right or breach. No waiver of any right or waiver of breach constitutes a waiver of any other or similar right or breach; and no failure to enforce any right hereunder will preclude or affect the later enforcement of such right.

Notice. All notices, requests, demands and other communications hereunder are deemed to have been duly given if personally delivered, emailed or mailed by first class mail to the address in the Summary for Licensee or Licensor.

Authority. Each Party signing this Agreement represents and warrants that the Party has full authority to do so, and that performance of all of the obligations contained herein have been duly authorized by all requisite actions on the part of such Party and that this Agreement binds such Party.


California Law. This Agreement is construed and enforced in accordance with the laws of the State of California.



IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

Licensor

Licensee

Urban Discovery Academy

By: 
Name: Shawn T. Loescher, Ed.D.
Its: Chief Executive Officer

By: 
Name: Rodney Anderson, Jr.
Its: 
9/18/19

Attachment A
Additional Rules and Regulations for Use

In addition the Rules and Regulations identified in Paragraph 1.9 of the Agreement, Licensee agrees to comply with the following rules provided by the Urban Discovery Academy charter school:

[Insert any additional rules here.]



ITEM: 2.5

DATE: October 16, 2019

SUBJECT: Ratify Agreement, PowerSchool Lottery, Registration, and form System

TYPE: Action

FISCAL IMPACT: \$10,000

BUDGETED FOR: Yes

BUDGET SOURCE: General Fund Unrestricted

STAFF RECOMMENDATION: Ratify agreement with PowerSchool for extended functionality of the student information system.

CAPACITY/STAFFING IMPACT: Reduces systems complexity and error rates

BACKGROUND INFORMATION:

Our student information system is PowerSchool. This system has a number of module services for streamlining use and keeping all student and family information within the same database. Previously, we have used SchoolMint for gathering lottery information, E-Collect for form information, and Google Docs for additional information. The implementation of this module in PowerSchool represents a net savings. It keeps all of the information in one system which reduces error rates when transferring data between systems. It also allows for us to have a single system that we use that has seamless integration for families and students.

ATTACHMENTS:

- (1) PowerSchool module agreement with set up fees

1209.70 Savings)
 email communications

Quote Expiration Date: 9/30/2019

Prepared By: Kayla Ferrin

Customer Contact: Tony Romano

Customer Name: Urban Discovery Academy

Title: Office Manager

Enrollment: 625

Address: 840 14th ST

of Schools: 2.00

City: San Diego

Contract Term: 36 Months

State/Province: California

Start Date: 9/30/2019

Zip Code: 92101

End Date: 9/29/2022

Phone #: 619-788-4668

Product Description	Quantity	Unit	Unit Price	Extended Price
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License and Subscription Fees				
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Unified Admin Enrollment Charter for PS SIS	625.00	Students	USD 16.00	USD 10,000.00
Unified Admin Enrollment One Time Discount	1.00	Each	USD -3,500.00	USD -3,500.00

 License and Subscription Totals: **USD 6,500.00**

Professional Services and Setup Fees				
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Unified Admin Enrollment Charter Implementation PS SIS	1.00	Each	USD 2,800.00	USD 2,800.00
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 Professional Services and Setup Fee Totals: **USD 2,800.00**

Training Services				
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Unified Admin Enrollment Training Remote	1.00	Day	USD 1,500.00	USD 1,500.00
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 Training Services Total: **USD 1,500.00**

Quote Total	
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Total Discount:	USD 4,700.00
Year One Total:	USD 10,800.00

Annual Ongoing Fees				
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Unified Admin Enrollment Charter for PS SIS	625.00	Students	USD 16.00	USD 10,000.00
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 Annual Ongoing Fees Total: **USD 10,000.00**

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3.0% in each following year.

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.



ITEM: 2.6

DATE: October 16, 2019

SUBJECT: Ratify Agreement, Global Warming and Cooling

TYPE: Action

FISCAL IMPACT: \$7,900

BUDGETED FOR: Yes

BUDGET SOURCE: General Fund Unrestricted

STAFF RECOMMENDATION: Ratify agreement with Global Warming and Cooling for repairs at our 840 14th Street location.

CAPACITY/STAFFING IMPACT: Restored HVAC capabilities

BACKGROUND INFORMATION:

Several air blowing units at our 840 14h Street location require repairs. The units installed at construction were not suited for conditions around ocean air. Therefore, the uncoated units have rusted. Replacing the unit was required for repairing the functionality of the air flow system.

ATTACHMENTS:

(1) Global Warming and Cooling Agreement



Global Warming & Cooling, Inc.®

ESTIMATE	#5979
ESTIMATE DATE	Sep 06, 2019
TOTAL	

Ideate High Academy
 840 14th Street
 San Diego, CA 92101

☎ (619) 917-8428
 ✉ billing@urbansd.com

CONTACT US

3111 Camino Del Rio North, Ste 400
 San Diego, CA 92108

☎ (858) 863-6481
 ✉ gwarmingcooling@gmail.com

ESTIMATE

ReBuild Make Up Air System SF-2

Services	qty	Unit price	amount
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Inspection - Commerical Inspection

During a replacement of the outdoor air filters for makeup air equipment, I noticed that SF-2 was not spinning.

The bearings gave out and the shaft damages the squirrel cage and blower housing. Therefore this requires all the internal parts to be replaced besides the damper and the roof curb.

Cost Below is to rebuild Make-Up and I add a cost to replace for brand new, includes curb.

Make Up Air SF-2	1.0	\$4,200.00	\$4,200.00
Blower Assembly			
Housing			
Wheel			
Shaft			
Bearing			
Belt			
Pauly			
Installation			
Shipping			
Lead time 7 day out			

Subtotal	\$4,200.00
Tax (San Diego Sales Tax 7.75%)	\$0.00
Total	\$4,200.00

Replace Make-up Air System SF-2 (All Part is Brand New)

Services	qty	Unit price	amount
Make up Air System	1.0	\$7,900.00	\$7,900.00

Subtotal	\$7,900.00
Tax (San Diego Sales Tax 7.75%)	\$0.00
Total	\$7,900.00

We appreciate your business and work hard to ensure that all of our services and products will provide you with years of operational reliability and service.

Thank you,

Global Warming & Cooling, Inc.®

Financing Options: For Repairs and Installation

<http://www.gwarmcool.com/financing/>

Please make all payment made and sent out to:

Global Warming & Cooling

Accounting Department

10250 Prospect Ave Space 87

Santee CA 92071

(619) 633-4865 Call or text

Signature, Email approval or transaction to quote or invoice verifies customer understands GW&C Terms and Conditions.

Urban Discovery Academy Board Financial Update

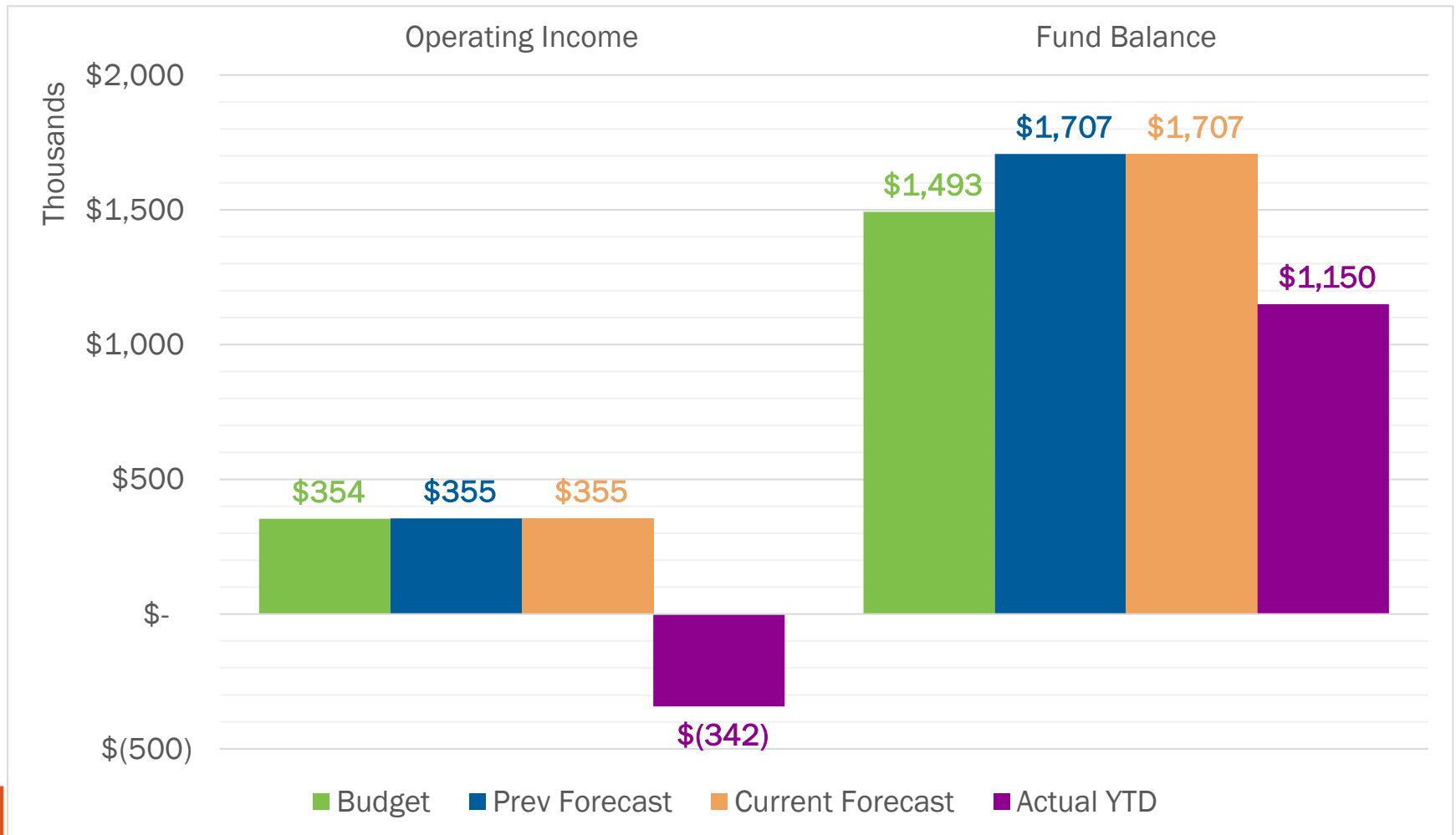
AMITA PARIKH

OCTOBER 2019



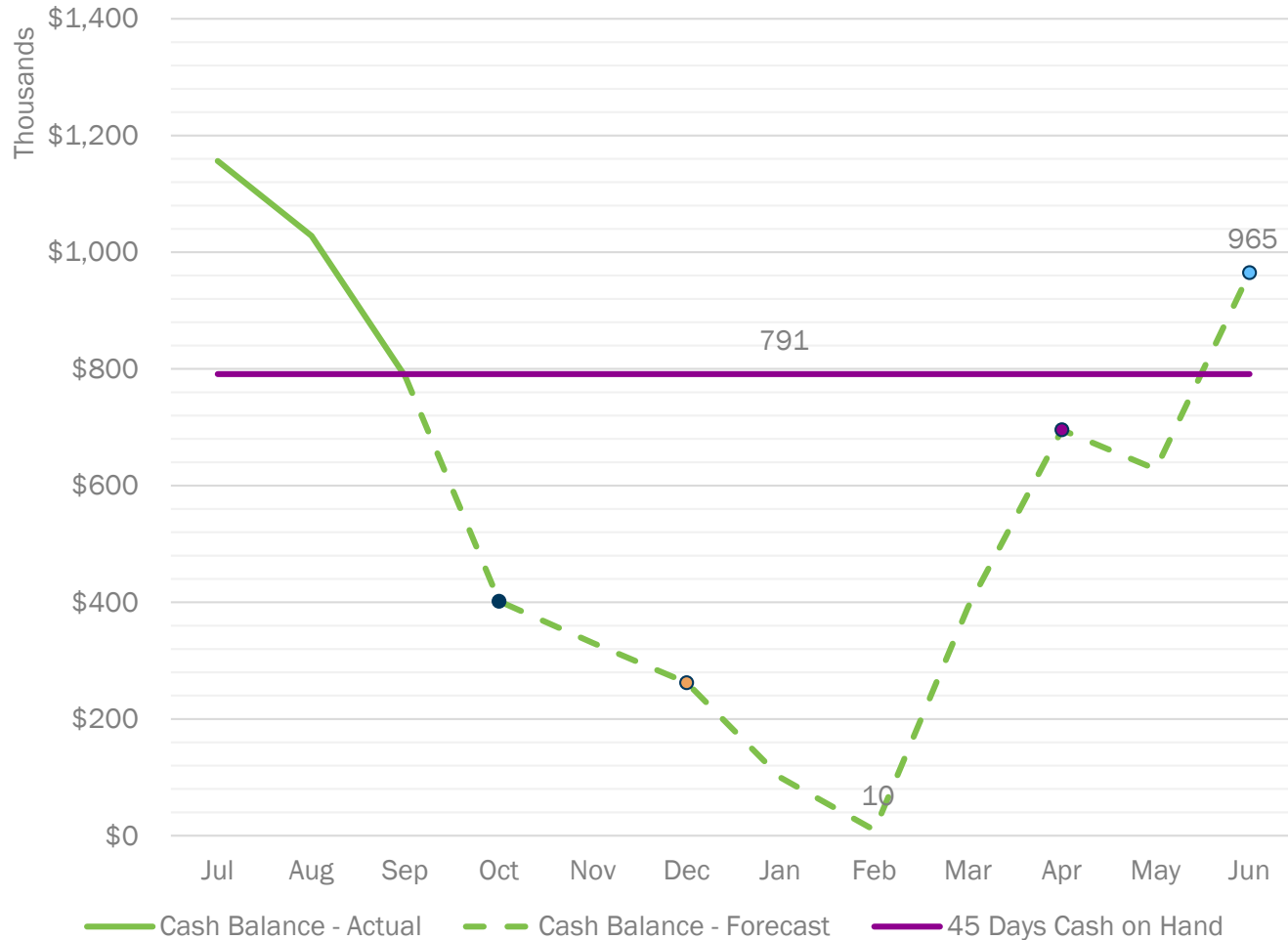
FY20 Financial Summary

Operating Income in line with Budget, Fund Balance is strong



FY20 Cash Flow Forecast

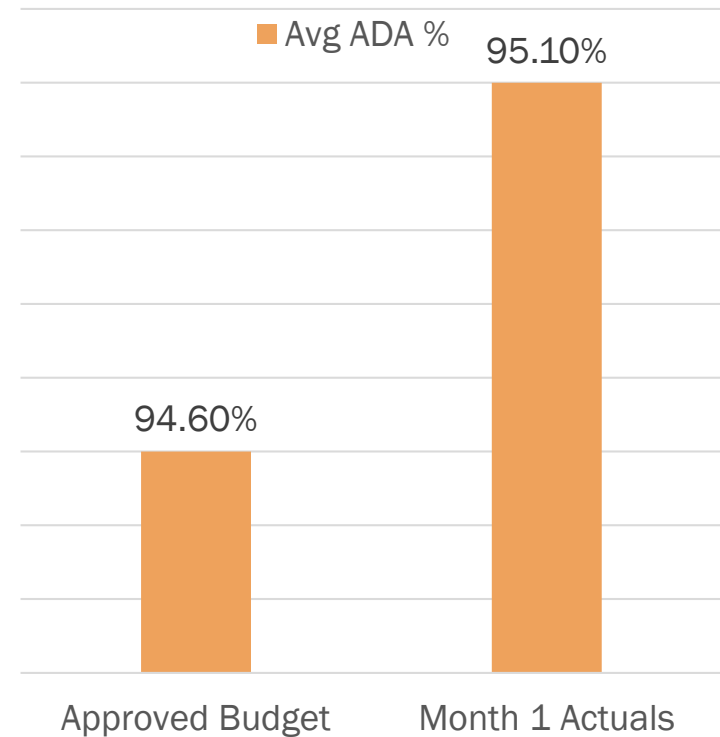
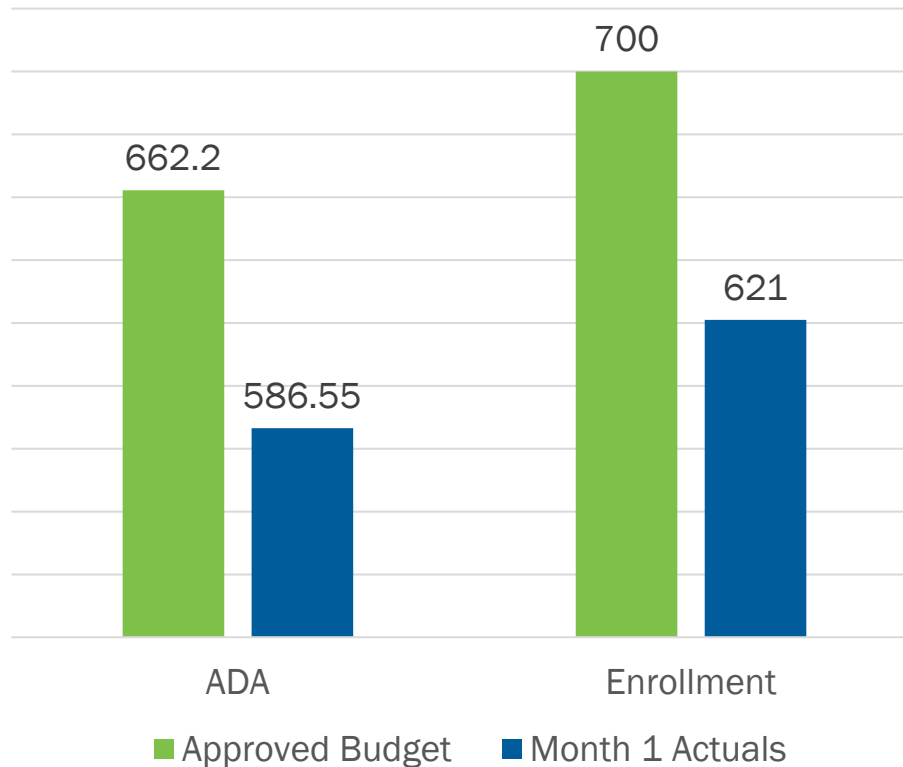
No draw on Line of Credit or AP Management projected



Assumptions:

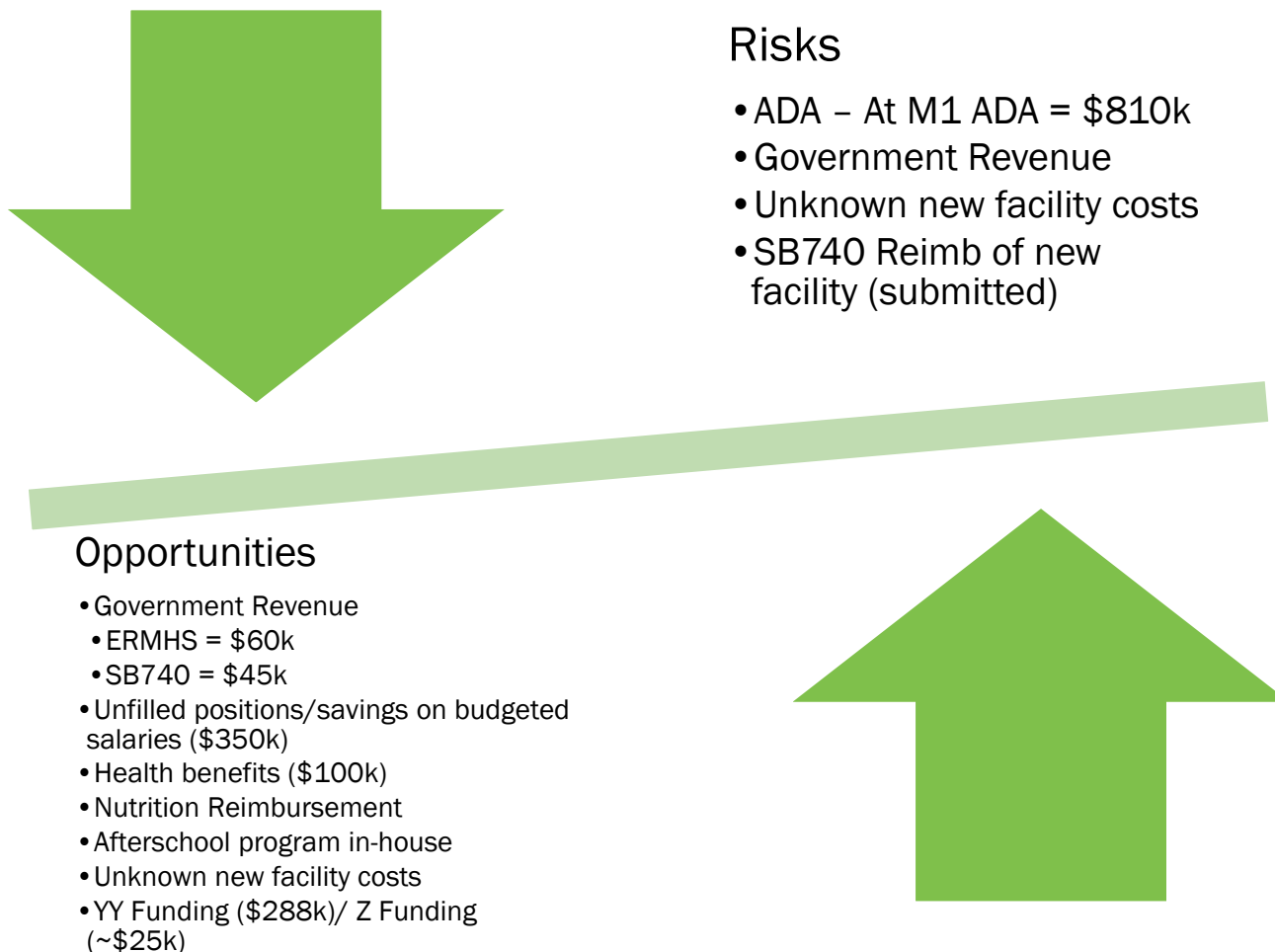
- Oct: 14th St LLC bills fully paid \$208k
- Dec: \$45k rec'd from Foundation
- Apr: \$331k rec'd from SB740 & P-1 ADA at 643
- June: \$166k rec'd from SB740; Girard & Foundation Funds Received (\$263k)

Month 1 ADA is 76 less than Budget due to Enrollment



Enrollment shortfall equals ~\$810k lower Operating Income if not offset with expense savings

Forecast weighs potential risks & opportunities



FY19 Bond Covenant Outlook



UDA is projected to meet all three bond covenants

Covenant	Min	FY17	FY18	FY18 S&P	FY19	FY19 S&P	FY20	FY20 S&P
Days Cash on Hand	45	62*	55*	60	73*	51	49	47
Debt Service	1.1	1.19	2.16	1.35	2.49	1.65	2.70	1.18
Fund Balance/ Net Asset	5%	12%	18%	N/A	25%	N/A	25%	N/A

*Includes \$250k draw on Line of Credit & AP Management

Exhibits

FY2019-20 September Financial Statements



Urban Discovery Academy
Income Statement
As of Sep FY2020

	Actual			YTD	Budget							
	Jul	Aug	Sep		Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY												
Revenue												
LCFF Entitlement	69,559	282,137	606,811	958,507	6,095,265	6,095,038	6,094,973	(65)	(292)	5,136,466	16%	
Federal Revenue	-	-	-	-	156,808	145,965	145,965	-	(10,843)	145,965	0%	
Other State Revenues	14,402	14,302	25,744	54,448	1,199,681	1,201,473	1,201,485	12	1,804	1,147,037	5%	
Local Revenues	1,278	19,610	606	21,494	1,264	1,264	1,264	-	-	(20,230)	1700%	
Fundraising and Grants	-	1,177	-	1,177	272,000	329,835	355,484	25,649	83,484	354,307	0%	
Total Revenue	85,239	317,227	633,161	1,035,626	7,725,018	7,773,575	7,799,171	25,596	74,152	6,763,544	13%	
Expenses												
Compensation and Benefits	78,629	250,664	346,814	676,107	4,243,873	4,315,597	4,341,247	(25,649)	(97,374)	3,665,140	16%	
Books and Supplies	9,847	36,778	14,048	60,673	293,914	293,940	293,940	-	(26)	233,267	21%	
Services and Other Operating Expenditures	162,834	214,706	225,332	602,873	2,792,593	2,780,397	2,780,397	1	12,196	2,177,524	22%	
Depreciation	-	-	-	-	41,119	28,359	28,359	-	12,760	28,359	0%	
Other Outflows	174	2,250	35,982	38,406	-	-	-	-	-	(38,406)		
Total Expenses	251,484	504,399	622,176	1,378,058	7,371,499	7,418,294	7,443,942	(25,649)	(72,443)	6,065,884	19%	
Operating Income	(166,245)	(187,172)	10,985	(342,432)	353,519	355,281	355,228	(53)	1,709	697,660		
Fund Balance												
Beginning Balance (Unaudited)					1,138,983	1,351,729	1,351,279					
Operating Income					353,519	355,281	355,228					
Ending Fund Balance					1,492,502	1,707,011	1,706,508					
Fund Balance as a % of Expenses					20%	23%	23%					

Urban Discovery Academy
Income Statement
As of Sep FY2020

	Actual			YTD	Budget							
	Jul	Aug	Sep	Actual YTD	Approved	Previous	Current	Previous	Approved	Current	% Current	
					Budget v1	Forecast	Forecast	Forecast vs. Current Forecast	Budget v1 vs. Current Forecast	Forecast Remaining	Forecast Spent	
KEY ASSUMPTIONS												
Enrollment Summary												
K-3					223	223	223	-	-			
4-6					170	170	170	-	-			
7-8					120	120	120	-	-			
9-12					187	187	187	-	-			
Total Enrolled					700	700	700	-	-			
ADA %												
K-3					95.0%	95.0%	95.0%	0.0%	0.0%			
4-6					95.0%	95.0%	95.0%	0.0%	0.0%			
7-8					95.0%	95.0%	95.0%	0.0%	0.0%			
9-12					93.5%	93.5%	93.5%	0.0%	0.0%			
Average ADA %					94.6%	94.6%	94.6%	0.0%	0.0%			
ADA												
K-3					211.85	211.85	211.85	-	-			
4-6					161.50	161.50	161.50	-	-			
7-8					114.00	114.00	114.00	-	-			
9-12					174.85	174.85	174.85	-	-			
Total ADA					662.20	662.20	662.20	-	-			

Urban Discovery Academy
Income Statement
As of Sep FY2020

		Actual			YTD	Budget						
		Jul	Aug	Sep	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
REVENUE												
LCFF Entitlement												
8011	Charter Schools LCFF - State Aid	69,559	69,559	154,294	293,412	1,894,618	1,823,622	1,823,557	(65)	(71,061)	1,530,145	16%
8012	Education Protection Account Entitlement	-	-	27,360	27,360	132,439	132,439	132,439	-	-	105,079	21%
8096	Charter Schools in Lieu of Property Taxes	-	212,578	425,157	637,735	4,068,208	4,138,977	4,138,977	-	70,769	3,501,242	15%
SUBTOTAL - LCFF Entitlement		69,559	282,137	606,811	958,507	6,095,265	6,095,038	6,094,973	(65)	(292)	5,136,466	16%
Federal Revenue												
8181	Special Education - Entitlement	-	-	-	-	73,000	72,250	72,250	-	(750)	72,250	0%
8291	Title I	-	-	-	-	70,360	50,173	50,173	-	(20,187)	50,173	0%
8292	Title II	-	-	-	-	13,448	13,542	13,542	-	94	13,542	0%
8294	Title IV	-	-	-	-	-	10,000	10,000	-	10,000	10,000	0%
SUBTOTAL - Federal Revenue		-	-	-	-	156,808	145,965	145,965	-	(10,843)	145,965	0%
Other State Revenue												
8319	Other State Apportionments - Prior Years	100	-	-	100	-	-	-	-	-	(100)	
8381	Special Education - Entitlement (State)	14,302	14,302	25,744	54,348	359,572	359,572	359,572	-	-	305,224	15%
8382	Special Education Reimbursement (State)	-	-	-	-	30,000	30,000	30,000	-	-	30,000	0%
8545	School Facilities Apportionments	-	-	-	-	663,646	663,067	663,067	-	(578)	663,067	0%
8550	Mandated Cost Reimbursements	-	-	-	-	11,376	11,759	11,771	12	395	11,771	0%
8560	State Lottery Revenue	-	-	-	-	135,088	137,074	137,074	-	1,987	137,074	0%
SUBTOTAL - Other State Revenue		14,402	14,302	25,744	54,448	1,199,681	1,201,473	1,201,485	12	1,804	1,147,037	5%
Local Revenue												
8660	Interest	1,205	-	592	1,798	1,264	1,264	1,264	-	-	(534)	142%
8699	All Other Local Revenue	72	19,610	14	19,697	-	-	-	-	-	(19,697)	
SUBTOTAL - Local Revenue		1,278	19,610	606	21,494	1,264	1,264	1,264	-	-	(20,230)	1700%
Fundraising and Grants												
8802	Donations - Private	-	-	-	-	90,000	90,000	90,000	-	-	90,000	0%
8803	Fundraising - School Site	-	1,177	-	1,177	-	-	-	-	-	(1,177)	
8811	Fundraising - Foundation	-	-	-	-	182,000	239,835	265,484	25,649	83,484	265,484	0%
SUBTOTAL - Fundraising and Grants		-	1,177	-	1,177	272,000	329,835	355,484	25,649	83,484	354,307	0%
TOTAL REVENUE		85,239	317,227	633,161	1,035,626	7,725,018	7,773,575	7,799,171	25,596	74,152	6,763,544	13%

Urban Discovery Academy
Income Statement
As of Sep FY2020

	Actual			YTD	Budget							
	Jul	Aug	Sep		Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
EXPENSES												
Compensation & Benefits												
Certificated Salaries												
1100	Teachers Salaries	-	87,000	150,605	237,605	1,804,230	1,798,500	1,779,862	18,638	24,368	1,542,257	13%
1103	Teacher - Substitute Pay	-	-	3,990	3,990	10,043	10,043	10,043	-	-	6,053	40%
1200	Certificated Pupil Support Salaries	5,550	18,012	30,774	54,336	452,000	445,000	445,000	-	7,000	390,664	12%
1300	Certificated Supervisor & Administrator Salaries	36,667	39,167	36,667	112,502	408,538	440,008	440,008	-	(31,470)	327,506	26%
	SUBTOTAL - Certificated Salaries	42,217	144,179	222,036	408,433	2,674,811	2,693,551	2,674,913	18,638	(102)	2,266,480	15%
Classified Salaries												
2100	Classified Instructional Aide Salaries	-	5,735	15,265	21,000	177,505	170,840	188,038	(17,198)	(10,533)	167,037	11%
2200	Classified Support Salaries	-	-	-	-	7,400	7,400	7,400	-	-	7,400	0%
2400	Classified Clerical & Office Salaries	19,002	20,682	20,184	59,868	240,520	240,520	240,520	-	-	180,652	25%
2905	Other Classified - After School	-	2,109	5,552	7,661	-	44,280	64,545	(20,265)	(64,545)	56,884	12%
	SUBTOTAL - Classified Salaries	19,002	28,526	41,001	88,530	425,425	463,040	500,503	(37,463)	(75,078)	411,973	18%
Employee Benefits												
3100	STRS	6,270	21,937	36,702	64,909	422,478	436,657	442,020	(5,363)	(19,542)	377,111	15%
3200	PERS	(6,405)	6,436	9,035	9,066	113,699	114,754	117,855	(3,101)	(4,156)	108,790	8%
3300	OASDI-Medicare-Alternative	2,381	4,648	6,806	13,835	80,320	83,159	82,655	504	(2,335)	68,819	17%
3400	Health & Welfare Benefits	4,487	41,419	28,399	74,306	458,725	458,725	455,634	3,091	3,091	381,328	16%
3500	Unemployment Insurance	4	1,384	2,835	4,223	24,938	25,813	27,530	(1,717)	(2,592)	23,307	15%
3600	Workers Comp Insurance	10,672	2,134	-	12,806	43,477	39,899	40,137	(238)	3,340	27,331	32%
	SUBTOTAL - Employee Benefits	17,410	77,959	83,776	179,144	1,143,637	1,159,007	1,165,831	(6,825)	(22,194)	986,687	15%
Books & Supplies												
4200	Books & Other Reference Materials	-	-	-	-	2,122	2,122	2,122	-	-	2,122	0%
4315	Custodial Supplies	44	-	-	44	16,400	16,400	16,400	-	(0)	16,357	0%
4320	Educational Software	4,100	3,000	3,500	10,600	37,856	37,856	37,856	-	(0)	27,256	28%
4325	Instructional Materials & Supplies	-	5,814	259	6,072	53,744	53,744	53,744	-	0	47,672	11%
4326	Art & Music Supplies	-	-	-	-	1,685	1,685	1,685	-	-	1,685	0%
4330	Office Supplies	2,496	2,649	2,995	8,140	17,976	17,976	17,976	-	0	9,836	45%
4335	Student Athletic Equipment	-	-	-	-	1,000	1,000	1,000	-	-	1,000	0%
4345	Other Supplies - First Aide, Safety, Awards	-	-	-	-	8,097	8,097	8,097	-	(0)	8,097	0%
4400	Noncapitalized Equipment	-	-	-	-	2,852	2,852	2,852	-	(0)	2,852	0%
4410	Furniture	1,518	3,245	754	5,516	40,000	40,000	40,000	-	-	34,484	14%
4420	Computer Hardware	1,264	12,086	5,648	18,998	45,000	45,000	45,000	-	-	26,002	42%
4423	Computer Software	425	9,475	71	9,971	18,483	18,509	18,509	-	(26)	8,539	54%
4710	Student Food Services	-	-	701	701	45,600	45,600	45,600	-	-	44,899	2%
4720	Other Food	-	511	121	632	3,098	3,098	3,098	-	0	2,466	20%
	SUBTOTAL - Books and Supplies	9,847	36,778	14,048	60,673	293,914	293,940	293,940	-	(26)	233,267	21%
Services & Other Operating Expenses												
5210	Conferences	-	-	-	-	6,000	6,000	6,000	-	-	6,000	0%
5300	Dues & Memberships	3,913	2,324	-	6,237	15,851	15,739	15,739	-	112	9,502	40%
5400	Insurance	26,698	5,340	-	32,038	75,906	64,076	64,076	-	11,830	32,038	50%
5535	Utilities - All Utilities	1,111	55,890	29,659	86,661	303,738	303,738	303,738	-	-	217,078	29%
5605	Equipment Leases	-	5,282	7,791	13,072	56,916	56,916	56,916	-	-	43,844	23%
5610	Space Rental/Lease	112,548	101,939	114,189	328,675	1,245,094	1,245,094	1,245,094	-	0	916,419	26%
5615	Repairs and Maintenance - Building	-	2,999	2,000	4,999	74,860	74,860	74,860	-	-	69,861	7%
5803	Accounting Fees (Audit)	-	600	-	600	9,735	9,735	9,735	-	-	9,135	6%
5809	Bank Fees	31	58	29	118	1,650	1,650	1,650	-	0	1,532	7%

Urban Discovery Academy
Income Statement
As of Sep FY2020

		Actual			YTD	Budget						
		Jul	Aug	Sep	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
5812	Business Services	-	10,000	18,375	28,375	115,560	110,250	110,250	-	5,310	81,875	26%
5815	Consultants - Instructional	-	-	-	-	42,278	42,279	42,279	-	(0)	42,279	0%
5820	Consultants - Non Instructional	3,200	11,600	3,200	18,000	48,265	47,113	47,113	-	1,152	29,113	38%
5824	District Oversight Fees	-	-	-	-	60,953	60,950	60,950	1	3	60,950	0%
5833	Fines and Penalties	-	48	291	339	3,296	3,296	3,296	-	-	2,957	10%
5839	Fundraising Expenses	-	37	6,464	6,501	11,845	11,845	11,845	-	-	5,344	55%
5843	Interest - Loans Less than 1 Year	1,108	1,507	1,007	3,622	7,200	7,200	7,200	-	-	3,578	50%
5845	Legal Fees	11,431	6,319	9,833	27,583	154,633	154,633	154,633	-	-	127,050	18%
5846	Bond Annual Fees	-	-	-	-	14,325	14,325	14,325	-	-	14,325	0%
5851	Marketing and Public Relations	1,742	-	10,523	12,265	100,000	100,000	100,000	-	-	87,735	12%
5853	Taxes	-	-	1,200	1,200	1,735	1,735	1,735	-	-	535	69%
5857	Payroll Fees	264	323	508	1,095	10,126	10,126	10,126	-	0	9,031	11%
5861	Prior Yr Exp (not accrued)	-	-	3,828	3,828	10,000	10,000	10,000	-	-	6,172	38%
5863	Training & Professional Development	-	438	1,781	2,219	16,973	16,973	16,973	-	0	14,754	13%
5869	Special Education Contract Instructors	-	-	1,979	1,979	132,559	132,559	132,559	-	0	130,580	1%
5872	Special Education Encroachment	-	-	-	-	17,303	12,955	12,955	-	4,348	12,955	0%
5874	Sports	-	-	-	-	3,183	3,183	3,183	-	-	3,183	0%
5875	Advertisement/Recruitment Expense	325	1,972	1,340	3,637	26,350	26,350	26,350	-	(0)	22,713	14%
5877	Student Activities	-	911	-	911	76,113	76,113	76,113	-	-	75,202	1%
5881	Student Information System	-	880	1,760	2,640	-	10,560	10,560	-	(10,560)	7,920	25%
5884	Substitutes	-	-	617	617	67,980	67,980	67,980	-	-	67,363	1%
5899	Miscellaneous Operating Expenses	-	1,069	-	1,069	4,880	4,880	4,880	-	0	3,811	22%
5910	Communications - Telephone & Internet	445	4,768	8,883	14,096	73,576	73,576	73,576	-	(0)	59,481	19%
5915	Postage and Delivery	18	404	76	498	3,708	3,708	3,708	-	-	3,210	13%
SUBTOTAL - Services & Other Operating Exp.		162,834	214,706	225,332	602,873	2,792,593	2,780,397	2,780,397	1	12,196	2,177,524	22%
Capital Outlay & Depreciation												
6900	Depreciation	-	-	-	-	41,119	28,359	28,359	-	12,760	28,359	0%
SUBTOTAL - Capital Outlay & Depreciation		-	-	-	-	41,119	28,359	28,359	-	12,760	28,359	0%
Other Outflows												
7999	Uncategorized Expense	174	2,250	35,982	38,406	-	-	-	-	-	(38,406)	
SUBTOTAL - Other Outflows		174	2,250	35,982	38,406	-	-	-	-	-	(38,406)	
TOTAL EXPENSES		251,484	504,399	622,176	1,378,058	7,371,499	7,418,294	7,443,942	(25,649)	(72,443)	6,065,884	19%

Urban Discovery Academy
Monthly Cash Forecast
As of Sep FY2020

	2019-20													
	Actuals & Forecast													Remaining Balance
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast	
Beginning Cash	1,100,270	1,156,512	1,027,938	786,791	401,761	330,145	262,102	99,680	9,643	392,021	695,565	628,109		
REVENUE														
LCFF Entitlement	69,559	282,137	606,811	399,562	408,644	445,078	408,644	478,731	891,716	522,640	522,640	611,488	6,094,973	447,323
Federal Revenue	-	-	-	-	16,637	-	26,455	2,500	14,742	37,668	2,500	6,838	145,965	38,625
Other State Revenue	14,402	14,302	25,744	25,646	25,744	37,515	55,786	52,595	40,449	416,119	40,449	269,113	1,201,485	183,621
Other Local Revenue	1,278	19,610	606	-	-	316	-	-	316	-	-	(20,862)	1,264	-
Fundraising & Grants	-	1,177	-	-	-	45,000	-	-	-	-	-	309,307	355,484	-
TOTAL REVENUE	85,239	317,227	633,161	425,208	451,025	527,909	490,885	533,827	947,224	976,426	565,589	1,175,884	7,799,171	669,568
EXPENSES														
Certificated Salaries	42,217	144,179	222,036	237,909	245,759	250,259	245,759	245,759	245,759	245,759	245,759	303,759	2,674,913	-
Classified Salaries	19,002	28,526	41,001	44,773	44,975	48,675	44,975	44,975	44,975	44,975	44,975	48,675	500,503	-
Employee Benefits	17,410	77,959	83,776	124,836	100,361	102,218	111,373	101,737	101,737	96,598	96,598	108,505	1,165,831	42,724
Books & Supplies	9,847	36,778	14,048	75,644	12,981	15,645	25,501	19,989	10,061	22,883	15,179	34,853	293,940	531
Services & Other Operating Expenses	162,834	214,706	225,332	206,382	137,840	314,703	244,973	250,678	161,587	281,942	249,808	319,219	2,780,397	10,391
Capital Outlay & Depreciation	-	-	-	1,599	1,599	1,599	1,599	1,599	1,599	1,599	1,599	15,564	28,359	-
Other Outflows	174	2,250	35,982	(38,406)	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	251,484	504,399	622,176	652,738	543,515	733,099	674,180	664,738	565,718	693,756	653,919	830,575	7,443,942	53,645
Operating Cash Inflow (Outflow)	(166,245)	(187,172)	10,985	(227,530)	(92,490)	(205,190)	(183,296)	(130,911)	381,505	282,670	(88,330)	345,309	355,228	615,923
Revenues - Prior Year Accruals	341,420	145,331	-	36,288	-	141,274	-	-	-	-	-	-	-	-
Other Assets	9,465	1,875	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	-	(6,639)	-	1,599	1,599	(23,401)	1,599	1,599	1,599	1,599	1,599	(27,797)	-	-
Due To (From)	-	-	(4,500)	-	-	-	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	(4,902)	(5,377)	(2,370)	(214,662)	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(50,108)	(53,097)	(8,212)	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(73,387)	(23,494)	12,950	19,274	19,274	19,274	19,274	19,274	19,274	19,274	19,274	19,274	-	-
Loans Payable (Current)	-	-	(250,000)	-	-	-	-	20,000	(20,000)	-	-	-	-	-
Ending Cash	1,156,512	1,027,938	786,791	401,761	330,145	262,102	99,680	9,643	392,021	695,565	628,109	964,895		



ITEM: 4.1

DATE: October 16, 2019

SUBJECT: Administrative Reports

TYPE: Information

FISCAL IMPACT: N/A

BUDGETED FOR: N/A

BUDGET SOURCE: N/A

STAFF RECOMMENDATION: Discussion on the administrative report of October 16, 2019

CAPACITY/STAFFING IMPACT: N/A

BACKGROUND INFORMATION:

In January of 2019 the board president requested that administrative reports be submitted in writing. Until such time that there is an agreement as to what should appear on the monthly administrative report, please forward requests for information to be added to future administrative reports to the Chief Executive Officer. In this report administration is conforming to the Local Control Accountability Plan format of conditions of learning, pupil outcomes, and engagement.

Section 1: Conditions of Learning

Provided here is a broad range of items regarding the conditions of learning at our schools. Some items in this category are not appropriate for public disclosure including facility negotiations and student disciplinary actions. Therefore, those items will be discussed during closed session.

- The water leak at 14th street was identified as being from outside the facility and repairs are being made at the owner's expense. Repair status is at about 90% of full restoration.
- 1400 Park has had ongoing HVAC problems and will be outlined in the board facility discussion item.
- New water filtration systems have been installed in both school locations.
- UCSD teacher induction partnership is entering the second year of partnerships.



- San Diego Unified School District conducted their review of 1400 Park Blvd. and found the facility in good working order. No request for facility updates or modifications were made.

Section 2: Pupil Outcomes

- Test scores from the 2018-2019 school year are still awaiting final appeals results.
- The T/K-8 team is engaged in design thinking training this year which shifts our focus from project-based learning to design challenges. This requires essential questions to be reflexive and open ended to allow for a variety of outcomes for students to explore.
- Design challenges are being implemented at both locations.
- We have completed our first high school transcripts for colleges are underway.
- NWEA MAPs testing is being conducted.
- NWEA MAPs testing results that have been completed have undergone review from teachers.
- The state teaching system practice questions are being implemented as part of our test prep focus for this year.
- CALPADS reporting has been conducted on student outcomes and indicates increased attendance rates and a decrease in the number of students being disciplined.
- Instructional walkthroughs have been scheduled; timeline expectations have been set with the inclusion of written feedback.
- Evaluations sessions have begun for this school year.

Section 3: Engagement

- A new Friday Update memo has been piloted from the CEO to the board to keep them better informed of what is happening at the schools.
- Employees have been invited to take part in the San Diego Best Workplace survey.
- The parent Network group has begun their annual meeting cycle under the guidance from Ms. Buie.



- The School Advisory Committee had begun their annual meeting cycle under the guidance of Ms. Medina.
- Our English Learners Advisory Committee is being reformed under the guidance of Ms. Lerner.
- Parent learning for the 2019-2020 is currently being reviewed and slated to start in October.
- We hosted Design Thinking Africa and Dr. Maria Jose in partnership with the UC San Diego Design Lab. Results have included our first partnership with an organization in Africa which has resulted in a Mandela grant application. This has included our being asked to visit Cape Town, South Africa with a delegation team from UC San Diego Design Lab and UC San Diego Extensions.
- We hosted a team from Tokyo Gakugei University, a teacher's college, that is exploring design thinking in education. This has resulted in our first partnership with an organization in Japan.
- In preparation for our first graduating class of seniors, we have developed a graduation committee for parents and students. The purpose of these two teams is to establish our graduation ceremony and rituals.
- Fall fest will be October 25, 2019. Please join us for this community event.
- Afterschool program numbers currently represent 95 enrollees.
- The CEO meet with the TED-Ed team to present ongoing partnerships including support for local goals and the implementation of TED Masterclass.

ATTACHMENTS: None



ITEM: 4.2

DATE: October 16, 2019

SUBJECT: Discussion on Facilities Conditions

TYPE: Information

FISCAL IMPACT: N/A

BUDGETED FOR: N/A

BUDGET SOURCE: N/A

STAFF RECOMMENDATION: Open a discussion on the facility conditions and outlay for all sites.

CAPACITY/STAFFING IMPACT: N/A

BACKGROUND INFORMATION:

The purpose of this discussion is to engage in a broad discussion on our facility conditions and the capital improvement that may need to be addressed over the next few years. These include, but are not limited to:

- Heating, ventilation, and air conditioning systems
- Roof top tiles
- Electrical systems
- Flooring systems
- Plumbing systems
- Painting and general upkeep

ATTACHMENTS: None



ITEM: 4.3

DATE: October 16, 2019

SUBJECT: Public Hearing on the Local Control Indicator Report

TYPE: Information

FISCAL IMPACT: N/A

BUDGETED FOR: N/A

BUDGET SOURCE: N/A

STAFF RECOMMENDATION: Open a public hearing to discuss the Local Control Indicator self-reflection report for the 2018-2019 school year.

CAPACITY/STAFFING IMPACT: N/A.

BACKGROUND INFORMATION:

The Local Control Accountability Plan (LCAP) is a forecast of how we will strategically expense resources from the Local Control Funding Formula to advance student achievement. To provide multiple measures, Local Education Agencies (LEA) are asked to reflect on the following priorities:

- Priority 1: Appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities;
- Priority 2: Implementation of state academic standards;
- Priority 3: Parent engagement;
- Priority 6: School climate;
- Priority 7: Access to a broad course of study.

The attachment of this file represents the self-reflection of the LEA leadership team.

ATTACHMENTS:

- (1) Local Control Indicator Report for 2018-2019



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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 1) – Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities

This is the submission form for the local educational agency (school district, charter school, and county office of education) to complete on the local performance indicator for appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities (Priority 1).

Standard: Local educational agency annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; and provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the California School Dashboard (Dashboard).

Instructions: Local educational agency uses locally available information, including data currently reported through the School Accountability Report Card, and determines whether it report the results to its local governing board and through the self-reflection tool below. In the future, this information will be auto-populated within the Dashboard for local educational agencies that use the California Department of Education's School Accountability Report Card template. Currently, all local educational agencies will need to provide the following information:

All fields marked with an asterisk (*) are required

Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions: *

Total teacher misassignments: 6 (17%) / Total vacant positions: 2 (5.7%)

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: *

Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies): *

Criteria:

***Optional:* Provide any additional information that the local educational agency believes is relevant to understanding its progress on meeting the requirements for appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities.**

Text limit is 1500 characters

All students have access to standards-aligned materials for school and home. Facilities are well-maintained and in excellent repair. With some changes in staffing this year, there are several teachers in the process of

Date taken to local governing board:

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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 2) – Implementation of State Academic Standards

This is the submission form for the local educational agency (school district, charter school, and county office of education) to complete on the local performance indicator for the implementation of state academic standards (Priority 2).

Standard: Local educational agency annually measures its progress implementing state academic standards and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the California School Dashboard (Dashboard).

Instructions: Local educational agency measures its progress using one of the self-reflective tools below and reports the results to its local governing board at a regularly scheduled meeting and through the Dashboard.

Local educational agencies may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, local educational agencies may complete the optional reflection tool (Option 2).

All fields marked with an asterisk (*) are required

Option 1: Narrative Summary

In the narrative box, identify the locally selected measures or tools that the local educational agency is using to track its progress in implementing the state academic standards adopted by the State Board of Education and briefly describe why the local educational agency chose the selected measures or tools.

Additionally, summarize the local educational agency's progress in implementing the academic standards adopted by the State Board of Education, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts – Common Core State Standards for English Language Arts
- English Language Development (Aligned to Common Core State Standards for English Language Arts)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Text is limited to 3000 characters

Option 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the local educational agency's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

1 2 3 4 5

English Language Development (Aligned to English Language Arts Standards)

1 2 3 4 5

Mathematics – Common Core State Standards for Mathematics

1 2 3 4 5

Next Generation Science Standards

1 2 3 4 5

History-Social Science

1 2 3 4 5

2. Rate the local educational agency's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

1 2 3 4 5

English Language Development (Aligned to English Language Arts Standards)

1 2 3 4 5

Mathematics – Common Core State Standards for Mathematics

1 2 3 4 5

Next Generation Science Standards

1 2 3 4 5

History-Social Science

1 2 3 4 5

3. Rate the local educational agency's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

1 2 3 4 5

English Language Development (Aligned to English Language Arts Standards)

1 2 3 4 5

Mathematics – Common Core State Standards for Mathematics

1 2 3 4 5

Next Generation Science Standards

1 2 3 4 5

History-Social Science

1 2 3 4 5

Other Adopted Academic Standards

4. Rate the local educational agency's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Career Technical Education

1 2 3 4 5

Health Education Content Standards

1 2 3 4 5

Physical Education Model Content Standards

1 2 3 4 5

Visual and Performing Arts

1 2 3 4 5

World Language

1 2 3 4 5

Support for Teachers and Administrators

Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Identifying the professional learning needs of groups of teachers or staff as a whole

1 2 3 4 5

Identifying the professional learning needs of individual teachers

1 2 3 4 5

Providing support for teachers on the standards they have not yet mastered

1 2 3 4 5

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on meeting the requirements for implementation of state academic standards.

Text limit is 1500 characters

Professional development meetings for faculty take place on a weekly basis. A new evaluation and coaching process was initiated in the 2018-19 school year. All standards are in full-implementation; further, all Urban

Date taken to local governing board:

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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 3) – Parent Engagement

This is the submission form for the local educational agency coordinator (school district, charter school, and county office) to complete on the local performance indicator for parent engagement (Priority 3).

Standard: The local educational agency (LEA) annually measures its progress in: (1) seeking input from parents in decision making; and (2) promoting parental participation in programs, and reports the results to its local governing board at a regularly scheduled meeting and to stakeholders and the public through the California School Dashboard (Dashboard).

Criteria: The LEA will assess its performance on a (Met, Not Met, or Not Met for Two or More Years) scale.

Evidence: The LEA measures its progress using the self-reflection tool included in the Dashboard, and reports these results to its local governing board at a regularly scheduled meeting and through the local data selection option in the Dashboard

Introduction: This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below:

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 – Exploration and Research Phase
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

All fields marked with an asterisk (*) are required

Building Relationships

1. Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

2. Rate the LEA's progress in creating welcoming environments for all families in the community. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

Dashboard Narrative Box

Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families. *

Our strengths include:

- Small school culture focused on relationships with students and families
- Frequent formal and informal communication structures

Text is limited to 3000 characters

Building Partnerships for Student Outcomes

5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.

*

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

3 – Initial Implementation

7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

5 – Full Implementation and Sustain

8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

Dashboard Narrative Box

Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families. *

Strengths:
- Professional development and training on cultural proficiency and restorative practices

Text is limited to 3000 characters

Seeking Input for Decision Making

9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

Dashboard Narrative Box

Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families. *

Strengths:

- Ongoing opportunity for collaboration, input, feedback.
- School Advisory Council, other regular parent meetings

Text is limited to 3000 characters

Date taken to local governing board:

*

10/16/2019

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Priorities

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Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 6) – School Climate

This is the submission form for the local educational agency coordinator (school district, charter school, and county office) to complete on the local performance indicator for school climate (Priority 6).

Standard: The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K–5, 6–8, 9–12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the California School Dashboard.

Evidence: The LEA administers a survey, as specified, and reports the results to its local governing board and through the local data selection option in the Dashboard.

Local educational agencies (LEAs) will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard. LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate. The following are suggested guiding questions to help frame the narrative summary:

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Text is limited to 3000 characters

UDA utilizes climate surveys annually or every other year to measure student and parent perceptions of student safety and connectedness schoolwide. The Student Climate Survey and Parent Satisfaction Survey

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on school climate.

Text is limited to 1500 characters

Date taken to local governing board:

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Priorities
Priority 1 <input checked="" type="checkbox"/>
Priority 2 <input checked="" type="checkbox"/>
Priority 3 <input checked="" type="checkbox"/>
Priority 6 <input checked="" type="checkbox"/>
Priority 7 <input checked="" type="checkbox"/>

Self-Reflection Tool (Priority 7) – Access to a Broad Course of Study

Standard: Local educational agencies (LEAs) annually measure their progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs, and report the results to their local governing board at regularly scheduled meetings of the local governing board and to stakeholders and the public through the Dashboard.

Evidence: The LEA responds to the self-reflection tools as specified and reports the results to its local governing board and through the local data selection option in the Dashboard.

Approach for Self-Reflection Tool to Use as Evidence

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

There is one course of study at both of our school sites (TK-8 and 9-12). All student groups have access to the broad course of study, including enrichment coursework and college preparatory curriculum.

Text is limited to 3000 characters

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

All students have access to coursework offerings at the TK-8 and high school levels. There is one track off study which students can enroll in, with differentiated math and language options for student placement according to math diagnostics and Spanish placement tests.

Text is limited to 3000 characters

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

Placements are limited to course offerings; as a small charter school, there is a limited number of programming options. As high school enrollment grows, more course offerings will become available.

Text is limited to 3000 characters

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

As high school enrollment grows, more course offerings will become available.

Text is limited to 3000 characters

Additional information about enrollment in courses and the number of courses offered in different subjects at schools is available on the California Department of Education DataQuest web page (<https://data1.cde.ca.gov/dataquest/page2.asp?Level=District&subject=Course>).

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on the extent to which students have access to, and are enrolled in, a broad course of study.

Text is limited to 1500 characters

All students are on a college preparatory pathway unless otherwise decided in an individualized education plan. Our students experience a rigorous coursework sequence with interdisciplinary design challenges that allow students to collaboratively solve world problems. Each student will participate in an internship in the 11th grade year; each student will complete a senior project in 12th grade.

Date taken to local governing board: *

10/16/2019

[Submit Responses](#)

[Clear Submission](#)

Questions: lcff@cde.ca.gov (<mailto:lcff@cde.ca.gov>)

California Department of Education
1430 N Street
Sacramento, CA 95814



ITEM: 5.1

DATE: October 16, 2019

SUBJECT: Approval of an Increase to the CEO's Threshold for Board Approval

TYPE: Action

FISCAL IMPACT: N/A

BUDGETED FOR: N/A

BUDGET SOURCE: N/A

STAFF RECOMMENDATION: Increase the CEO's threshold for prior board approval before entering an agreement from \$5,000 to \$10,000 in a month where a board meeting is held and from \$5,000 to \$15,000 on months where no board meeting is held. This is inclusive of levels that correspond to dual signature threshold levels.

CAPACITY/STAFFING IMPACT: N/A

BACKGROUND INFORMATION:

The Board of Trustees has approved the Chief Executive Officer to enter into agreements without prior board approval in an amount up to \$5,000. Over the last three years the size and complexity of the organization has increased. In addition, the financial health of the organization has significantly improved as reflected upon the last two annual financial reports. In addition, the board is not obligated to meet more than 10 times each year and there are months where the board does not meet by design. For example, the board does not meet in November and did not meet in July of this year.

The requested increased amounts permit the Chief Executive Officer to engage in timely operations to meet student, staff, and facility needs. The amount being requested was based upon example provided from EdTech which included threshold ranges between \$10,000 and \$25,000 for Chief Executive Officers before requiring board approval.

ATTACHMENTS:

(1) Sample EdTech recommended levels.

Financial Policies and Procedures

It is the intent of these Financial Policies and Procedures to implement both the letter and spirit of all applicable State and Federal regulations regarding the expenditure of and accounting for public funds. These Policies and Procedures may need to be modified as the School develops and regulations change. The Board of Directors (“Board”) should approve these financial policies, and revisit them periodically.

I. PURCHASES

A. Authorization of Expenditures: All purchases of goods and services shall be consistent with the Board-approved budget. These purchases shall not require Board-approved/executed contracts, with the exception of expenditures in total annual amounts greater than **[\$10,000]**. All other proposed expenditures must be approved by the **[insert title, e.g. Principal, Director, Business Manager, etc.]** who will review the proposed expenditure to determine whether it is consistent with the Board adopted budget and sign the check request and purchase order forms (if applicable).

B. Contracts

1. All professional consulting services shall be provided for under a contract.
2. Contracts for other goods and services exceeding **[\$10,000]** on an annual basis shall be presented to the Board for approval prior to signing. Length of contracts shall be at the discretion of the Board. In general, contracts exceeding **[\$10,000]** shall be let after a bidding process of sufficient duration to ensure competition. However, the **[insert title, e.g. Executive Director or Director/Principal]** may make a finding to the Board for sole sourcing a contract exceeding **[\$10,000]**; in this case, the Board may approve the contract in arrears at the time of contract execution. (The basis for such a finding may include: time/urgency issues; the absence of competitors; high service/quality from a particular contractor).
3. Bid tabulations shall be presented to the Board along with a recommendation for action. The Board reserves the right to select whichever vendor it deems most prepared to provide the required goods/ services without regard to the low bidder being the automatic selection.

C. Commitments and Purchase Orders

1. Purchase orders under **[\$10,000]** must be approved by one of the following authorized positions: **[insert title, e.g. President,**

Treasurer, Vice-President, Executive Director or Director/Principal].

2. Purchase orders of [\$10,000] or more must be approved by the [insert title, e.g. Executive Director or Director/Principal] and one of the following authorized positions: [insert title, e.g. Treasurer, Vice-President or President].

D. Invoices

1. Invoices under [\$10,000] must be approved by one of the following authorized positions: [insert title, e.g. President, Treasurer, Vice-President, Executive Director or Director/Principal].
2. Invoices for \$10,000 or more must be approved by the [insert title, e.g. Executive Director or Director/Principal] and one of the following authorized positions: [insert title, e.g. Treasurer, Vice-President or President].

E. Accounts Payable: The school shall abide by EdTec accounts payable policies and procedures set forth separately.

F. Credit and Debit Card Usage: Unless otherwise specified by the Board of Directors and/or school management, the use of School credit and debit cards shall not be allowed for any School purchase.

G. Other Electronic Payments: Other electronic methods (wire, ACH, transfer between bank accounts, etc.) shall not be permitted for payment of any expenses or reimbursements without the express written consent of the [insert title, e.g. Executive Director or Director/Principal] and one of the following authorized positions: [insert title, e.g. Treasurer, Vice-President or President].

H. Employee Reimbursements: Business use of telephones or cell phones shall be reimbursed. Business meals shall be reimbursed using standard applicable IRS guidelines. Under no circumstances shall alcohol be reimbursed. The [insert title, e.g. Executive Director or Director/Principal] must obtain a Board member's authorization on reimbursement requests payable to the [insert same title, e.g., Executive Director's or Director/Principal's] name.

I. Petty Cash – Purpose and Usage

1. The purpose of the Petty Cash Checking Account is for payment of incidental expenses when there is insufficient time for processing through the General Checking Account. Examples of proper expenses include, but are not limited to, food/meals for teachers doing curriculum work and emergency plumbing repairs. Petty cash shall not be used for teacher

reimbursements, employee expense reimbursements or independent contractor payments.

2. The [Insert title, e.g. Executive Director or Director/Principal and Office Manager] shall have access to petty cash not to exceed [insert Petty Cash Maximum Balance]. Such funds shall be used at the discretion of the [Insert title, e.g. Executive Director or Director/Principal and Office Manager], subject to Board oversight and consistent with the approved budget and School rules and regulations. The [Insert title, e.g. Executive Director or Director/Principal and Office Manager] must obtain each other's authorization on petty cash checks made payable to their names. Use of petty cash shall require original receipts for all purchases.

- J. Personal Use of School Funds: Use of School funds for personal use is prohibited. Violation of this policy shall result in discipline up to and including dismissal or removal, including from the Board.

II. BANKING

A. General Checking Account

1. The Board shall authorize the establishment of commercial bank accounts for the purposes of School operations. Funds will be deposited in non-speculative accounts including federally-insured savings and/or checking accounts and/or invested in non-speculative federally-backed instruments and/or standard money market accounts.
2. The General Checking Account shall be the primary account for School needs. Authorized signatories to this account shall be the [insert title, e.g., Treasurer, Vice-President, President, and Executive Director or Director/Principal.] Checks above [\$10,000], and checks payable to an authorized signer, must be signed by two authorized people. Authorized signers for checks above [\$10,000] from this account shall be the [insert title, e.g. Treasurer, Vice-President, President and Executive Director or Director/Principal.]
3. The General Checking Account shall be reconciled monthly by a school staff member or outsourced accountant that does not have the ability to approve expenses or disperse funds from the account. The monthly Bank Reconciliations shall be reviewed and approved by the Board or a representative of the Board that does not have access to the account.

- B. Petty Cash Checking Account – Account Setup and Maintenance
1. The Petty Cash Checking Account shall have a maximum balance of [insert Petty Cash Maximum Balance]. The Account shall be funded from the School's business General Checking Account as necessary. A simple ledger shall be maintained by the [insert title, i.e. Office Manager] and reconciled monthly by a staff member or accountant that does not have transactional access to the account. The petty cash bank reconciliations shall be reviewed by a representative of the Board. Replenishment of the Petty Cash Checking Account shall occur through the normal accounts payable process (see EdTec accounts payable policies and procedures set forth separately).
 2. No deposits other than replenishments as stated above shall be made into the Petty Cash Checking Account. All cash and checks shall be deposited into the General Checking Account.
 3. Check writing requires signatures from one of the following people: [insert title, e.g. Treasurer, Vice-President, President, Executive Director or Director/Principal].
- C. Deposits of Receipts – The School will deposit all funds received as soon as practical upon receipt. The [insert title, e.g. Office Manager, Bookkeeper] will open all mail on a daily basis, immediately sort all checks and forward them to the [insert title, e.g. Office Manager, Bookkeeper]. The [insert title, e.g. Office Manager, Bookkeeper] will immediately endorse the checks to the appropriate school account and prepare appropriate deposits as soon as practical, ideally the same day and in no case later than three working days.

III. TRAVEL POLICIES

- A. Employee Mileage Reimbursement
1. All employees are reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel pre-approved by their supervisor. In addition, parking fees and tolls paid are reimbursable if supported by receipts.
 2. All employees requesting such mileage reimbursement are required to furnish an Expense Report containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, within one month after the travel date, supported by receipts, if applicable.

IV. OTHER PRACTICES

- A. Budget Adoption: A budget shall be adopted by the Board no later than June 30 prior to the start of each new fiscal year, or earlier if required by the authorizing entity. During the course of the year, the Board may adopt an amended budget as expenses and revenue projections change.
- B. Audit
1. An annual audit by an outside firm shall be performed each year on the close of the prior year's books. The audit shall be performed in advance of the December 15 statutory audit deadline. The audit shall include, but not be limited to, (1) an audit of the accuracy of the School's financial statements, (2) an audit of the School's attendance accounting and revenue claims practices, and (3) an audit of the School's internal controls practices.
 2. If the School receives over \$500,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.
 3. The audit firm shall be on the State approved list of School auditors.
 4. At the conclusion of the audit, EdTec will review the audit with the Board and propose any changes necessary in operating procedures to comply with audit findings.
 5. Form 990 Federal Tax Return: The selected audit firm will prepare the Form 990 tax return and send a copy to the school staff responsible for the audit. The school staff will review and send a copy to the Board of Directors for its review and approval before filing. Once approved by the Board, the school will notify the audit firm who will then prepare the final return for filing.
- C. Board Meetings: The Board shall review financial statements at periodic Board meetings. The Board shall also review and approve the monthly check registers and bank reconciliations from the General Checking Account and the Petty Cash Account.
- D. Conflict of Interest: Any Board member with a financial interest in a matter presented to the Board shall fully disclose such interest prior to Board discussion on the issue and shall recuse themselves from the discussion and voting on the matter. The Board shall develop a separate more comprehensive policy on conflict of interest, hiring of relatives, and compliance with Government Code 1090 and the Fair Political Practices Act.

E. Payroll

1. New Employees: Requests for new employees shall be initiated by the Executive Director or Director/Principal and be consistent with the approved annual personnel budget. New employees shall complete an Application for Employment and all necessary paperwork for payroll. New employees shall be fingerprinted and TB tested consistent with State law. Fingerprint clearance must be received by the School before any employee may start work.
2. Employees shall accrue vacation and sick leave time based on the personnel policy of the School.
3. Timekeeping (for hourly staff)
 - a) The Executive Director or Director/Principal shall develop procedures to ensure accurate and timely preparation of timesheets for hourly employees.
 - b) Authorized timesheets shall be forwarded to EdTec according to EdTec policies and procedures set forth separately. Payroll processing and payment shall take place according to EdTec policies and procedures set forth separately.

F. Independent Contractors: The School shall only engage independent contractors if all of the following practices are followed:

1. The expense is within the approved budget or separately approved by the Board;
2. The contractor provides proof of adequate insurance and IRS form W-9;
3. IRS rules are followed regarding classification of staff as contractors versus employees; and
4. The work is done under contract.

G. Capitalization and Depreciation:

The School will capitalize and depreciate all assets costing [\[\\$5,000 or Insert capitalized expenditure threshold\]](#) or more. All other assets are charged to expense in the year incurred.

Capitalized assets are recorded at cost and depreciated under the straight-line method over their estimated useful lives which can range from:

- Leasehold Improvement – Lease term or 5 years, whichever is shorter
- Equipment – 3 years
- Furniture – 5 years

Repair and maintenance costs, which do not extend the useful lives of the assets, are charged to expense. The cost of assets sold or retired and related amounts of accumulated depreciation are eliminated from the

asset accounts, and any resulting gain or loss is included in the earnings in the year.

H. Disposal of Surplus Property and Donations:

Surplus property shall mean property that is no longer in use, is damaged beyond repair, or that the School feels will have no future value to the School's program, and that is declared to be surplus property by the Board. If the School wishes to dispose of equipment or other surplus property, the Board shall declare the property surplus and shall direct the staff on the actual means of disposal of the property, such as sale, donation, or destruction and disposal.

If the School wishes to sell equipment or other surplus property, the Board shall direct the staff by giving specific guidance regarding the manner in which such property is to be sold.

If the School wishes to donate equipment or other surplus property, the Board shall declare the property surplus and authorize the donation. Requirements for potential recipient organizations shall include: (1) the recipient organization is fully independent of the School, with none of the School's Board members or key personnel involved in the recipient organization; and (2) the recipient organization shall be a non-profit or governmental entity related to education. In addition, the School shall secure a receipt from the recipient organization for the donated property, and shall remove the asset from the School's books and record the donation as required by state and federal audit guidelines.

Property Acquired with Federal Grant Funds

If the property in question cost \$5,000 or more at the time of acquisition and was acquired with federal grant funds, the School shall notify the federal contract administrator prior to donating or disposing of such property as provided above.



ITEM: 5.2

DATE: October 16, 2019

SUBJECT: Approval of Tax Payment Strategy

TYPE: Action

FISCAL IMPACT: \$208,000

BUDGETED FOR: Yes

BUDGET SOURCE: General Funds Unrestricted

STAFF RECOMMENDATION: Approve

CAPACITY/STAFFING IMPACT: Retention of Procopio

BACKGROUND INFORMATION:

In December of 2018 we were notified that based upon a review of previous years taxes that Urban Discovery Academy may be liable to pay taxes in the amount of nearly \$500,000. As a tax-exempt organization, all but \$208,000 of those dollars have been exempted. It has been confirmed that what is required for full exemption is a Welfare Exemption which must be approved by the State of California.

To avoid any potential future penalties, the financial committee is recommending that we pay the \$208,000 on the installment schedule provided by the tax collector. It has been confirmed in writing that once the Welfare Exemption is in place, the full amount will be repaid. The amount of \$208,000 is already logged in our financial books for the 2018-2029 school year as this was the year of the occurrence, reflected in our unaudited actuals, and presented as such in our financial overviews.

ATTACHMENTS: None



ITEM: 5.3

DATE: October 16, 2019

SUBJECT: Approval of the Local Control Indicator Report

TYPE: Information

FISCAL IMPACT: N/A

BUDGETED FOR: N/A

BUDGET SOURCE: N/A

STAFF RECOMMENDATION: Approve the Local Control Indicator self-reflection report for the 2018-2019 school year.

CAPACITY/STAFFING IMPACT: N/A.

BACKGROUND INFORMATION:

The Local Control Accountability Plan (LCAP) is a forecast of how we will strategically expense resources from the Local Control Funding Formula to advance student achievement. To provide multiple measures, Local Education Agencies (LEA) are asked to reflect on the following priorities:

- Priority 1: Appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities;
- Priority 2: Implementation of state academic standards;
- Priority 3: Parent engagement;
- Priority 6: School climate;
- Priority 7: Access to a broad course of study.

The attachment of this file represents the self-reflection of the LEA leadership team.

ATTACHMENTS:

- (1) Local Control Indicator Report for 2018-2019



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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 1) – Appropriately Assigned Teachers, Access to Curriculum- Aligned Instructional Materials, and Safe, Clean and Functional School Facilities

This is the submission form for the local educational agency (school district, charter school, and county office of education) to complete on the local performance indicator for appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities (Priority 1).

Standard: Local educational agency annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; and provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the California School Dashboard (Dashboard).

Instructions: Local educational agency uses locally available information, including data currently reported through the School Accountability Report Card, and determines whether it report the results to its local governing board and through the self-reflection tool below. In the future, this information will be auto-populated within the Dashboard for local educational agencies that use the California Department of Education's School Accountability Report Card template. Currently, all local educational agencies will need to provide the following information:

All fields marked with an asterisk (*) are required

Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions: *

Total teacher misassignments: 6 (17%) / Total vacant positions: 2 (5.7%)

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: *

Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies): *

Criteria:

***Optional:* Provide any additional information that the local educational agency believes is relevant to understanding its progress on meeting the requirements for appropriately assigned teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities.**

Text limit is 1500 characters

All students have access to standards-aligned materials for school and home. Facilities are well-maintained and in excellent repair. With some changes in staffing this year, there are several teachers in the process of

Date taken to local governing board:

*

[Submit Responses](#)

[Clear Submission](#)

Questions: lcff@cde.ca.gov (mailto:lcff@cde.ca.gov)

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1430 N Street
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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 2) – Implementation of State Academic Standards

This is the submission form for the local educational agency (school district, charter school, and county office of education) to complete on the local performance indicator for the implementation of state academic standards (Priority 2).

Standard: Local educational agency annually measures its progress implementing state academic standards and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the California School Dashboard (Dashboard).

Instructions: Local educational agency measures its progress using one of the self-reflective tools below and reports the results to its local governing board at a regularly scheduled meeting and through the Dashboard.

Local educational agencies may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, local educational agencies may complete the optional reflection tool (Option 2).

All fields marked with an asterisk (*) are required

Option 1: Narrative Summary

In the narrative box, identify the locally selected measures or tools that the local educational agency is using to track its progress in implementing the state academic standards adopted by the State Board of Education and briefly describe why the local educational agency chose the selected measures or tools.

Additionally, summarize the local educational agency's progress in implementing the academic standards adopted by the State Board of Education, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts – Common Core State Standards for English Language Arts
- English Language Development (Aligned to Common Core State Standards for English Language Arts)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Text is limited to 3000 characters

Option 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the local educational agency's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

1 2 3 4 5

English Language Development (Aligned to English Language Arts Standards)

1 2 3 4 5

Mathematics – Common Core State Standards for Mathematics

1 2 3 4 5

Next Generation Science Standards

1 2 3 4 5

History-Social Science

1 2 3 4 5

2. Rate the local educational agency's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

1 2 3 4 5

English Language Development (Aligned to English Language Arts Standards)

1 2 3 4 5

Mathematics – Common Core State Standards for Mathematics

1 2 3 4 5

Next Generation Science Standards

1 2 3 4 5

History-Social Science

1 2 3 4 5

3. Rate the local educational agency's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

English Language Arts – Common Core State Standards for English Language Arts

1 2 3 4 5

English Language Development (Aligned to English Language Arts Standards)

1 2 3 4 5

Mathematics – Common Core State Standards for Mathematics

1 2 3 4 5

Next Generation Science Standards

1 2 3 4 5

History-Social Science

1 2 3 4 5

Other Adopted Academic Standards

4. Rate the local educational agency's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Career Technical Education

1 2 3 4 5

Health Education Content Standards

1 2 3 4 5

Physical Education Model Content Standards

1 2 3 4 5

Visual and Performing Arts

1 2 3 4 5

World Language

1 2 3 4 5

Support for Teachers and Administrators

Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Identifying the professional learning needs of groups of teachers or staff as a whole

1 2 3 4 5

Identifying the professional learning needs of individual teachers

1 2 3 4 5

Providing support for teachers on the standards they have not yet mastered

1 2 3 4 5

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on meeting the requirements for implementation of state academic standards.

Text limit is 1500 characters

Professional development meetings for faculty take place on a weekly basis. A new evaluation and coaching process was initiated in the 2018-19 school year. All standards are in full-implementation; further, all Urban

Date taken to local governing board:

*

10/16/2019

Submit Responses

Clear Submission

Questions: lcff@cde.ca.gov (mailto:lcff@cde.ca.gov)

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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 3) – Parent Engagement

This is the submission form for the local educational agency coordinator (school district, charter school, and county office) to complete on the local performance indicator for parent engagement (Priority 3).

Standard: The local educational agency (LEA) annually measures its progress in: (1) seeking input from parents in decision making; and (2) promoting parental participation in programs, and reports the results to its local governing board at a regularly scheduled meeting and to stakeholders and the public through the California School Dashboard (Dashboard).

Criteria: The LEA will assess its performance on a (Met, Not Met, or Not Met for Two or More Years) scale.

Evidence: The LEA measures its progress using the self-reflection tool included in the Dashboard, and reports these results to its local governing board at a regularly scheduled meeting and through the local data selection option in the Dashboard

Introduction: This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below:

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 – Exploration and Research Phase
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

All fields marked with an asterisk (*) are required

Building Relationships

1. Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

2. Rate the LEA's progress in creating welcoming environments for all families in the community. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

Dashboard Narrative Box

Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families. *

Our strengths include:

- Small school culture focused on relationships with students and families
- Frequent formal and informal communication structures

Text is limited to 3000 characters

Building Partnerships for Student Outcomes

5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.

*

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

3 – Initial Implementation

7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

5 – Full Implementation and Sustain

8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

Dashboard Narrative Box

Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families. *

Strengths:

- Professional development and training on cultural proficiency and restorative practices

Text is limited to 3000 characters

Seeking Input for Decision Making

9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels. *

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

4 – Full Implementation

Dashboard Narrative Box

Briefly describe the LEA's current strengths and progress in this area and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families. *

Strengths:

- Ongoing opportunity for collaboration, input, feedback.
- School Advisory Council, other regular parent meetings

Text is limited to 3000 characters

Date taken to local governing board:

*

10/16/2019

Submit Responses

Clear Submission

Questions: lcff@cde.ca.gov (mailto:lcff@cde.ca.gov)

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Priorities

Priority 1 ✓

Priority 2 ✓

Priority 3 ✓

Priority 6 ✓

Priority 7 ✓

Self-Reflection Tool (Priority 6) – School Climate

This is the submission form for the local educational agency coordinator (school district, charter school, and county office) to complete on the local performance indicator for school climate (Priority 6).

Standard: The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K–5, 6–8, 9–12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the California School Dashboard.

Evidence: The LEA administers a survey, as specified, and reports the results to its local governing board and through the local data selection option in the Dashboard.

Local educational agencies (LEAs) will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard. LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate. The following are suggested guiding questions to help frame the narrative summary:

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Text is limited to 3000 characters

UDA utilizes climate surveys annually or every other year to measure student and parent perceptions of student safety and connectedness schoolwide. The Student Climate Survey and Parent Satisfaction Survey

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on school climate.

Text is limited to 1500 characters

Date taken to local governing board:

*

[Submit Responses](#)

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Questions: lcff@cde.ca.gov (mailto:lcff@cde.ca.gov)

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Priorities
Priority 1 <input checked="" type="checkbox"/>
Priority 2 <input checked="" type="checkbox"/>
Priority 3 <input checked="" type="checkbox"/>
Priority 6 <input checked="" type="checkbox"/>
Priority 7 <input checked="" type="checkbox"/>

Self-Reflection Tool (Priority 7) – Access to a Broad Course of Study

Standard: Local educational agencies (LEAs) annually measure their progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs, and report the results to their local governing board at regularly scheduled meetings of the local governing board and to stakeholders and the public through the Dashboard.

Evidence: The LEA responds to the self-reflection tools as specified and reports the results to its local governing board and through the local data selection option in the Dashboard.

Approach for Self-Reflection Tool to Use as Evidence

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

There is one course of study at both of our school sites (TK-8 and 9-12). All student groups have access to the broad course of study, including enrichment coursework and college preparatory curriculum.

Text is limited to 3000 characters

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

All students have access to coursework offerings at the TK-8 and high school levels. There is one track off study which students can enroll in, with differentiated math and language options for student placement according to math diagnostics and Spanish placement tests.

Text is limited to 3000 characters

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

Placements are limited to course offerings; as a small charter school, there is a limited number of programming options. As high school enrollment grows, more course offerings will become available.

Text is limited to 3000 characters

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

As high school enrollment grows, more course offerings will become available.

Text is limited to 3000 characters

Additional information about enrollment in courses and the number of courses offered in different subjects at schools is available on the California Department of Education DataQuest web page (<https://data1.cde.ca.gov/dataquest/page2.asp?Level=District&subject=Course>).

Criteria:

Optional: Provide any additional information that the local educational agency believes is relevant to understanding its progress on the extent to which students have access to, and are enrolled in, a broad course of study.

Text is limited to 1500 characters

All students are on a college preparatory pathway unless otherwise decided in an individualized education plan. Our students experience a rigorous coursework sequence with interdisciplinary design challenges that allow students to collaboratively solve world problems. Each student will participate in an internship in the 11th grade year; each student will complete a senior project in 12th grade.

Date taken to local governing board: *

10/16/2019

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