



## **Summit Public Schools California Board of Directors Meeting Agenda and Packet**

### **Date and time**

*Thursday, March 19, 2020*

*12:00-4:00pm*

### **Location**

*Summit Public Schools Home Office 780 Broadway*

*Redwood City, CA 94063*

*This Summit Board meeting is also accessible by conference call,*

*<https://summitps.zoom.us/j/858100536> or*

*Dial in number: +16699006833*

*Meeting ID: 858 100 536*

# **Approval of Agenda and Meeting Minutes**



## California Board of Directors

### Regular Board Meeting

Thursday, March 19, 2020  
12:00-4:00pm

Summit Public Schools Home Office I Husky Conference Room  
780 Broadway St  
Redwood City, CA 94063

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Summit Public Schools recognizes that our community includes students, staff, family members, and directors who are in some of the highest risk categories of the [COVID-19 Virus](#). In accordance with Governor Newsom's [State of Emergency Proclamation](#), [Executive Order N-25-20](#) and recommendations from county health officials, including the [County of San Mateo](#), Summit Public Schools recommends "social distancing" (i.e. avoid group gatherings unless completely necessary) to help mitigate the spread of COVID-19. Please note:

- Members of the Board of Directors and Summit Public Schools' officers plan to participate in the March 19, 2019 meeting via teleconference.
- Members of the public will be able to observe and offer public comment through our teleconference and videoconference system at their preferred location.
- Summit Public Schools will continue our established practice of receiving public comment from speakers at the Home Office and speakers using the teleconference system.
- Summit Public Schools' Home Office (780 Broadway, Redwood City, California) will be accessible for the duration of the meeting in the event you are unable to attend the meeting remotely subject to further guidance from the State or County of San Mateo.

If you have any questions or need any assistance in participating in the SPS Board meeting, please contact Valeria Torres at [vtorres@summitps.org](mailto:vtorres@summitps.org) or 650-544-5754.

## Public Options for Attending the Meeting

All members of the public are welcome to attend the Board meeting in person at Summit Public School's Home Office or via teleconference at the locations listed below. Summit Public Schools uses a teleconference system to grant attendees at each location the ability to view, speak, and listen during the meeting.

<p>SPS Home Office: Snow Leopard room 780 Broadway St Redwood City, CA 94063</p>	<p>This Summit Board meeting is also accessible by conference call, <a href="https://summitps.zoom.us/j/858100536">https://summitps.zoom.us/j/858100536</a> or <b>Dial in number: +16699006833</b> <b>Meeting ID: 858 100 536</b></p>
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## Public Participation

**Summit Public Schools (“SPS”) welcomes your participation at this meeting of the Board of Directors. The purpose of a public meeting of the Board of Directors is to conduct the affairs of SPS in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in SPS.**

This Agenda contains a brief general description of each item to be considered. Except as authorized by law, no action or discussion by the Board shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda are available upon request at the Summit Home Office, 780 Broadway, Redwood City, California or via email to [info@summitps.org](mailto:info@summitps.org)

To assist participation in our meetings, the following guidelines are provided:

1. The Board welcomes members of the public to each meeting room on a first come, first serve basis and/or as seats become available. Room capacity is reached when all seats are filled. Standing room is not allowed, unless otherwise directed by the Board Chair.
2. Copies of the posted agenda are available to all audience members in the meeting room and upon request. Copies of the posted agenda are also available at each satellite site, on the SPS website, and upon request to [info@summitps.org](mailto:info@summitps.org).
3. “Request to Speak” forms are available to all audience members who wish to speak on any item listed on agenda item(s) and, during regular meetings of the Board only, matters under the subject matter jurisdiction of the Board. If you would like to fill one out only, you can do so through this [link](#).
4. In accordance with the Brown Act, the Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. Without taking action, Board members or staff members may ask for clarification or briefly respond to statements made or questions posed by the public about items not appearing on the agenda.
5. The Board requests that members of the public who wish to speak on agenda items specify the agenda item on their Request to Speak Form and adhere to the limits detailed

below.

6. Public comment on each agenda item and non-agenda item is limited to three (3) minutes for each speaker. An individual speaker may not cede their time to another speaker.

7. The total time allotted to public comment on non-agenda items during regular meetings of the Board shall not exceed fifteen (15) minutes. The total allotted to public comment on agenda items shall not exceed twenty (20) minutes.

8. During public comment, the Board may direct staff to respond to your concern or consider the matter for a subsequent Board meeting item. The Board cannot guarantee that any item submitted for consideration will be presented to the Board at the meeting immediately following the request.

9. The Board reserves the right to increase or decrease the total time allowed for public comment, or total topic time, depending on the topic and the number of persons wishing to be heard upon motion of the Board Chair. The Board Chair may direct staff to survey the Request to Speak forms and may ask that additional persons speak only if they have something new to contribute.

10. In compliance with the Americans with Disabilities Act (ADA) and upon request, SPS may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact Valeria Torres at [vtorres@summitps.org](mailto:vtorres@summitps.org) or 650-544-5754.

11. The Board invites members of the public with specific school site questions to submit them directly to the Executive Director of the school site and/or the Superintendent. The Board will direct the Superintendent to coordinate responses to any formal requests presented during public comment. The appropriate staff member will furnish answers to questions.

## Agenda of Business

### Board of Directors

• Diego Arambula	Present:	Not Present:
• Steven Humphreys	Present:	Not Present:
• Robert Oster	Present:_____	Not Present: _
• Andy Thompson	Present:	Not Present:
• Blake Warner	Present:_____	Not Present: _
• Meg Whitman	Present:_____	Not Present:

### Agenda Items

	<u>Agenda Item</u>	<u>Time</u>
1	Call to Order / Roll Call	12:00-12:02pm

2	Approval of Agenda	12:02-12:03pm
3	Approval of Minutes	12:03-12:05pm
4	Public Comment- Non Agenda and Closed Session Items	12:05-12:25pm
5	<p>Closed Session</p> <p>I. Conference With Labor Negotiators, Government Code § 54957.6</p> <ul style="list-style-type: none"> <li>● Agency designated representatives: Diane Tavenner, Kelly Garcia, and Jimmy Zuniga</li> <li>● Employee organization: Unite Summit/CTA/NEA</li> </ul> <p>II. Conference with Legal Counsel – Anticipated Litigation</p> <ul style="list-style-type: none"> <li>● Significant exposure to litigation pursuant to § 54956.9(b)</li> <li>● Cases:</li> </ul> <p>III. Conference with Real Property Negotiators (Gov. Code section 54956.8)</p> <ul style="list-style-type: none"> <li>● Property: 285 Blossom Hill Rd, San Jose, CA 95123</li> <li>● Agency Negotiation: Diane Tavenner; Josh Lotstein</li> <li>● Negotiating Parties: East Side Union High School District</li> <li>● Under Negotiation: Price/Terms of Payment</li> </ul> <p>IV. Public Employee Appointment/Employment Pursuant to Government Code 54957</p>	12:25-1:25pm
6	Open Session Report out on actions taken during closed session (if any)	1:25-1:30pm
7	Public Comment- Agenda Items	1:30-1:45pm
<b>Discussion, Information, and Action Items</b>		
8	Consent Agenda	1:45-1:50pm
8a	Approve Low Performing Student Block Grant Plan	
8b	Approve Independent Auditor (CliftonLarsonAllen LLP) Contract for the Fiscal Year ended June 30, 2020	
8c	Approve of the 2019-20 Second Interim Report - SPS: Tamalpais	
8d	Approve of the 2019-20 Second Interim Report - SPS: K2	
9	Discussion and possible action to adopt Summit's initial bargaining proposal.	1:50-1:55pm

10	Unite Summit presentation regarding modification of the initial Unite Summit bargaining proposal	1:55-2:10pm
11	Brown Act Training	2:10-3:10pm
12	Superintendent/CEO report	3:10-3:25pm
13	Report of the Chief Financial Officer	3:25-3:35pm
14	Consideration and possible action to approve Compensation Policy, including Teacher Salary Scale	3:35-3:40pm
15	Consideration and possible action to approve Local Agency Executive Compensation effective July 1, 2020	3:40-3:45pm
16	Consideration and possible action to approve Resolution Concerning Measures to address organizational and educational impacts of the COVID-19 virus	3:45-3:50pm
16	Discussion, Board Schools Tour proposal	3:50-3:55pm
17	Board meeting calendar, including LCAP update	3:55-4:00pm
18	Adjourn Summit Public Schools California Board of Directors Meeting	4:00pm

THE ORDER OF BUSINESS AND TIMINGS MAY BE CHANGED WITHOUT NOTICE:  
Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice, provided that the Board takes action to authorize such change. The timing and schedule listed on the agenda are preliminary estimates only and are subject to change depending on the duration of public comment and discussion around prior items



# SUMMIT PUBLIC SCHOOLS

## Summit Public Schools California Board of Directors Special Board Meeting Minutes

**Thursday, January 16th, 2020**

**8:00-10:00am**

*SPS Home Office*

*780 Broadway St*

*Redwood City, Ca 94063*

### Teleconference Location(s):

Summit Home Office   Room: Snow Leopard 780 Broadway Redwood City, CA 94063	Summit Preparatory Charter High School 890 Broadway Redwood City, CA 94063
Summit Everest 455 5th Avenue Redwood City, CA 94063	Summit Shasta 905 Campus Dr. Daly City, CA 94014
Summit Denali (High School) 195 Leota Avenue Sunnyvale, CA 94086	Summit Denali (Middle School) 539 E Weddell Drive Sunnyvale, CA 94089
Summit Tahoma 285 Blossom Hill Road San Jose, CA 95123	Summit Rainier 1750 S White Road San Jose, CA 95127
Summit Tamalpais 3020 Hilltop Mall Road San Pablo, CA 94806	Summit K2 1800 Elm Street El Cerrito, CA 94530
Hotel Zelos, Room 842 12 4th Street San Francisco, CA	5871 E Sanna Street Paradise Valley, AZ 85253
Identiv, Inc. 1900 Carnegie Avenue Santa Ana, CA 92705	



**Preliminary**

- The meeting was called to order at 8:03am
- Roll Call
  - **California Summit Public Schools**
  - Bob Oster - present
  - Diego Arambula - present
  - Steven Humphreys - present
  - Blake Warner - present
  - Meg Whitman - not present
  - Andrew Thompson -present
  
- Approval of agenda
  - Diego Arambula moved to approve the agenda. Bob Oster seconded the motion.
  - The motion to approve the agenda carried unanimously.

**ROLL CALL VOTE**

<b>Board of Directors</b>		
● Robert Oster	Action:	yes
● Steven Humphreys	Action:	yes
● Andrew Thompson	Action:	yes
● Blake Warner	Action:	yes
● Meg Whitman	Action:	not present
● Diego Arambula	Action:	yes

- Approval of the December 12th, 2019 SPS California Board of Directors meeting minutes
- Bob Oster moved to approve the minutes. Steve Humphreys seconded the motion.
- The motion to approve the minutes carried unanimously.

**ROLL CALL VOTE**

<b>Board of Directors</b>		
● Robert Oster	Action:	yes
● Steven Humphreys	Action:	yes
● Andrew Thompson	Action:	yes
● Blake Warner	Action:	yes
● Meg Whitman	Action:	not present
● Diego Arambula	Action:	yes

**Communications**

- During Public Comment on items to be discussed during closed session, three individuals spoke on the closure of Summit Rainier.

**Closed Session: convened at 8:16am**

- Executive Session
  - **Conference with Real Property Negotiators (Gov. Code § 54956.8)**
    - i. Property: 285 Blossom Hill Road, San Jose, CA 95123

- ii. Agency Negotiation: Diane Tavenner/Josh Lotstein
- iii. Negotiating Parties: East Side Union High School District
- ix. Under Negotiation: Price, Terms of Payment
- o **Conference with Labor Negotiators (§54957.6)**
  - i. Agency designated representatives: Diane Tavenner
  - ii. Employee organization: Unite Summit
- o **Conference with Legal Counsel – Anticipated Litigation**
  - i. Significant exposure to litigation pursuant to § 54956.9(b)
  - ii. Cases: 2

**Reconvene to Open Session: The meeting was reconvened to Open Session at 8:48am.**

- Public Report on Action Taken in Closed Session

Bob Oster, Chair of the California Summit Public Schools Board provided a report on the actions taken during closed session. Mr. Oster reported that the Board took the following actions during closed session.

1. Appointed a bargaining committee to engage with the employee organization Unite Summit. The committee members are:
  - a. Diane Tavenner (CEO)
  - b. Kelly Garcia (Chief of Staff)
  - c. Jimmy Zuniga (Executive Director at Everest)
2. Additionally, Mr. Oster reported that the Board authorized Diane Tavenner to include additional representatives and/or counsel during bargaining sessions as needed
3. Mr. Oster reported that the Board directed the bargaining committee to prepare a draft bargaining proposal, inclusive of community input, for the Board to consider at a future Board meeting

**Communications**

- Oral Communications
  - o During Public Comment, three individuals spoke on Item #13 - Resolution Authorizing the Closure of SPS: Rainier, Conditions Precedent, and Other Related Matters .

**Consent Agenda**

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The CEO recommends approval of all consent agenda items.

- Agenda Item 9a- College Trip Approvals

**ROLL CALL VOTE**

<b>Board of Directors</b>	
● Robert Oster	Action: yes
● Steven Humphreys	Action: yes
● Andrew Thompson	Action: yes
● Blake Warner	Action: yes
● Meg Whitman	Action: not present
● Diego Arambula	Action: yes

**Discussion, Information and Action Items:**

10	Approve actions previously taken during the October 10, 2019 and December 12, 2019 meeting of the Board of Directors																		
10a	<p>Resolution to Approve the minutes from the June 20, 2019 meeting of the Summit Public Schools Board of Directors</p> <p>Bob Oster moved to approve the minutes, Steve Humphreys seconded the motion. The motion to approve the minutes carried unanimously.</p> <p style="text-align: center;"><b><u>ROLL CALL VOTE</u></b></p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: fit-content;"> <p style="text-align: center;"><b>Board of Directors</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">● Robert Oster</td> <td style="width: 20%;">Action:</td> <td style="width: 30%;">yes</td> </tr> <tr> <td>● Steven Humphreys</td> <td>Action:</td> <td>yes</td> </tr> <tr> <td>● Andrew Thompson</td> <td>Action:</td> <td>yes</td> </tr> <tr> <td>● Blake Warner</td> <td>Action:</td> <td>yes</td> </tr> <tr> <td>● Meg Whitman</td> <td>Action:</td> <td>not present</td> </tr> <tr> <td>● Diego Arambula</td> <td>Action:</td> <td>yes</td> </tr> </table> </div>	● Robert Oster	Action:	yes	● Steven Humphreys	Action:	yes	● Andrew Thompson	Action:	yes	● Blake Warner	Action:	yes	● Meg Whitman	Action:	not present	● Diego Arambula	Action:	yes
● Robert Oster	Action:	yes																	
● Steven Humphreys	Action:	yes																	
● Andrew Thompson	Action:	yes																	
● Blake Warner	Action:	yes																	
● Meg Whitman	Action:	not present																	
● Diego Arambula	Action:	yes																	
10b	<p>Resolution to Approve the Consent Agenda from the October 10, 2019 meeting of the Board of Directors (approve in a single motion):</p> <ul style="list-style-type: none"> <li>● Approval of Field Trip Proposal for Expeditions</li> <li>● Approval of 2019-2020 Education Protection Account Spending</li> <li>● Resolution to Approve and Submit Summit: Tamalpais unaudited budget actuals for the Fiscal Year ended June 30, 2019 to Authorizer</li> <li>● Resolution to Approve and Submit Summit: K2 unaudited budget actuals for the Fiscal Year ended June 30, 2019 to Authorizer</li> <li>● Proposal to Authorize Temporary Transfers from Home Office to Summit: Tamalpais and Summit: Denali</li> </ul> <p>Bob Oster moved for approval, Diego Arambula seconded the motion. The motion to approve the Consent Agenda from October 10, 2019 carried unanimously.</p> <p style="text-align: center;"><b><u>ROLL CALL VOTE</u></b></p>																		

	<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p style="text-align: center;"><b>Board of Directors</b></p> <ul style="list-style-type: none"> <li>● Robert Oster                      Action:                      yes</li> <li>● Steven Humphreys                Action:                      yes</li> <li>● Andrew Thompson                Action:                      yes</li> <li>● Blake Warner                      Action:                      yes</li> <li>● Meg Whitman                      Action:                      not present</li> <li>● Diego Arambula                    Action:                      yes</li> </ul> </div>
10c	<p>Resolution to Approve Updated Student Technology/Internet Safety Policy - this item was first considered October 10, 2019</p> <p>Bob Oster moved for approval, Diego Arambula seconded the motion. The motion to approve the Updated Student Technology/Internet Safety Policy carried unanimously.</p> <p style="text-align: center;"><b><u>ROLL CALL VOTE</u></b></p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p style="text-align: center;"><b>Board of Directors</b></p> <ul style="list-style-type: none"> <li>● Robert Oster                      Action:                      yes</li> <li>● Steven Humphreys                Action:                      yes</li> <li>● Andrew Thompson                Action:                      yes</li> <li>● Blake Warner                      Action:                      yes</li> <li>● Meg Whitman                      Action:                      not present</li> <li>● Diego Arambula                    Action:                      yes</li> </ul> </div>
10d	<p>Resolution to Approve Revised School Budgets for the 2019-20 School Year - - this item was first considered December 12, 2019</p> <p>Bob Oster moved for approval, Steve Humphreys seconded the motion. The motion to approve the Revised School Budgets for the 2019-20 School Year carried unanimously.</p> <p style="text-align: center;"><b><u>ROLL CALL VOTE</u></b></p>

	<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: fit-content;"> <p style="text-align: center;"><b>Board of Directors</b></p> <ul style="list-style-type: none"> <li>● Robert Oster                      Action:                      yes</li> <li>● Steven Humphreys                  Action:                      yes</li> <li>● Andrew Thompson                    Action:                      yes</li> <li>● Blake Warner                          Action:                      yes</li> <li>● Meg Whitman                            Action:                      not present</li> <li>● Diego Arambula                        Action:                      yes</li> </ul> </div>
10e	<p>Resolution to Approve the minutes from the October 10, 2019 meeting of the Summit Public Schools Board of Directors (<i>corrected</i>) - this item was first considered December 12, 2019</p> <p>Bob Oster moved for approval, Diego Arambula seconded the motion.</p> <p>The motion to approve the minutes from the October 10, 2019 meeting of the Summit Public Schools Board of Directors (<i>corrected</i>) carried unanimously.</p> <p style="text-align: center;"><b><u>ROLL CALL VOTE</u></b></p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: fit-content;"> <p style="text-align: center;"><b>Board of Directors</b></p> <ul style="list-style-type: none"> <li>● Robert Oster                      Action:                      yes</li> <li>● Steven Humphreys                  Action:                      yes</li> <li>● Andrew Thompson                    Action:                      yes</li> <li>● Blake Warner                          Action:                      yes</li> <li>● Meg Whitman                            Action:                      not present</li> <li>● Diego Arambula                        Action:                      yes</li> </ul> </div>
10f	<p>Resolution to Approve the Consent Agenda (Consent Agenda items, approved in a single motion - this item was first considered December 12, 2019</p> <ul style="list-style-type: none"> <li>● Approval of Field Trip Proposal for Summit: Shasta Basketball Teams</li> <li>● Approval of Field Trip Proposal for Expeditions</li> <li>● Data Update: Local Control Funding Formula Priority Areas</li> <li>● Policy Renewal: Homeless Students - Enrollment Rights and Services</li> <li>● Resolution to Approve 2019-20 First Interim Financial Report for Summit: K2 and Submission to the Authorizer</li> <li>● Resolution to Approve 2019-20 First Interim Financial Report for Summit: Tamalpais and Submission to the Authorizer</li> <li>● Proposal to Authorize a Temporary Transfer from Summit Home Office to Summit: Tamalpais and Summit: Denali</li> </ul> <p>Bob Oster moved for approval, Diego Arambula seconded the motion.</p> <p>The motion to approve the consent agenda items first considered on Decemebr 12, 2019 carried unanimoulsy.</p>

**ROLL CALL VOTE**

**Board of Directors**

- |                    |         |             |
|--------------------|---------|-------------|
| • Robert Oster     | Action: | yes         |
| • Steven Humphreys | Action: | yes         |
| • Andrew Thompson  | Action: | yes         |
| • Blake Warner     | Action: | yes         |
| • Meg Whitman      | Action: | not present |
| • Diego Arambula   | Action: | yes         |

10g

Resolution to Approve Audited Financial Statements for Fiscal Year 2018-19, including Form 990 - this item was first considered December 12, 2019

Bob Oster moved for approval, Diego Arambula seconded the motion.

The motion to approve the audited Financial Statements for Fiscal Year 2018-19, including Form 990, items first considered on December 12, 2019 carried unanimously.

**ROLL CALL VOTE**

**Board of Directors**

- |                    |         |             |
|--------------------|---------|-------------|
| • Robert Oster     | Action: | yes         |
| • Steven Humphreys | Action: | yes         |
| • Andrew Thompson  | Action: | yes         |
| • Blake Warner     | Action: | yes         |
| • Meg Whitman      | Action: | not present |
| • Diego Arambula   | Action: | yes         |

11

Approve Unconditional Commitment to Brown Act Compliance

Steve Humphreys motioned for approval. Bob Oster seconded the motion.

The motion to approve the approval of Unconditional Commitment to Brown Act Compliance carried unanimously.

**ROLL CALL VOTE**

	<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: fit-content;"> <p style="text-align: center;"><b>Board of Directors</b></p> <ul style="list-style-type: none"> <li>● Robert Oster                      Action:                      yes</li> <li>● Steven Humphreys                  Action:                      yes</li> <li>● Andrew Thompson                  Action:                      yes</li> <li>● Blake Warner                        Action:                      yes</li> <li>● Meg Whitman                         Action:                      not present</li> <li>● Diego Arambula                     Action:                      yes</li> </ul> </div>
12	<p>Approve Form of the Proposed SPS: Tahoma Facility Use Agreement</p> <p>The approval form for the Proposed SPS: Tahoma Facility Use Agreement was removed from the agenda</p>
13	<p>Adopt Resolution Authorizing the Closure of SPS: Rainier, Conditions Precedent, and Other Related Matters</p> <p>Bob Oster moved for approval, Steve Humphreys seconded the motion.</p> <p>The motion to adopt the Resolution Authorizing the Closure of SPS: Rainier, Conditions Precedent, and Other Related Matters carried unanimously.</p> <p style="text-align: center;"><b><u>ROLL CALL VOTE</u></b></p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: fit-content;"> <p style="text-align: center;"><b>Board of Directors</b></p> <ul style="list-style-type: none"> <li>● Robert Oster                      Action:                      yes</li> <li>● Steven Humphreys                  Action:                      yes</li> <li>● Andrew Thompson                  Action:                      yes</li> <li>● Blake Warner                        Action:                      yes</li> <li>● Meg Whitman                         Action:                      not present</li> <li>● Diego Arambula                     Action:                      yes</li> </ul> </div>
14	<p>Unite Summit Presentation of their bargaining proposal</p> <p>Evan Anderson and Sarah Rivas, representatives of Unite Summit spoke and sunshined the Unite Summit bargaining proposal.</p> <p>No action was taken.</p>

Bob Oster motioned to adjourn the meeting. Steve Humphreys seconded. The motion carried unanimously. The meeting adjourned at 9:20am

# **Public Comment**

## **(Non- agenda and closed session items)**



# Closed Session

**I. Conference With Labor Negotiators, Government Code § 54957.6**  
**Agency designated representatives: Diane Tavenner, Kelly Garcia,**  
**and Jimmy Zuniga**  
**Employee organization: Unite Summit/CTA/NEA**

**II. Conference with Legal Counsel – Anticipated Litigation**  
**Significant exposure to litigation pursuant to § 54956.9(b)**  
**Cases: 2**

### **III. Conference with Real Property Negotiators (Gov. Code section 54956.8)**

- **Property: 285 Blossom Hill Rd, San Jose, CA 95123**
- **Agency Negotiation: Diane Tavenner; Josh Lotstein**
- **Negotiating Parties: East Side Union High School District**
- **Under Negotiation: Price/Terms of Payment**

## **IV. Public Employee Appointment/Employment Pursuant to Government Code 54957**

# **Reconvene to Open Session**

**report out on actions taken during  
closed session (if any)**

# **Public Comment Agenda Items**

# Consent Agenda



SUMMIT PUBLIC SCHOOLS BOARD OF DIRECTORS MEETING  
MARCH 19, 2020



## 19-20 Auditor Selection

### Vision

To prepare a diverse student population for success in a four-year college or university and to be thoughtful, contributing members of society. We leverage our work to have a broader impact on public education in America.

### REQUESTED ACTION

This is an item for action. We ask the SPS Board to vote and approve the auditor selection of CLA.

### BACKGROUND / HISTORY

Education Code Section 41020 requires the governing board to vote and approve an audit firm to audit the books and accounts of the LEA annually. SPS recommends approval of the CliftonLarsonAllen LLP contract for the year ending June 30, 2020.

### ATTACHMENTS

- CLA contract 19-20



CliftonLarsonAllen LLP  
2210 East Route 66  
Glendora, CA 91740  
626.857.7300 | fax 626.857.7302  
CLAconnect.com

February 14, 2020

Board of Directors and Management  
Summit Public Schools  
780 Broadway  
Redwood City, CA 94063

Dear Members of the Board and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Summit Public Schools (“you,” “your,” or “the Organization”) for the year ended June 30, 2020.

Wade McMullen is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive years for any firm where the principal/director-in-charge of the audit and the reviewing principal/director have been the same in each of those years. This is the third consecutive year Wade McMullen will be the engagement principal.

#### **Audit services**

We will audit the financial statements of the Organization, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

#### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries.
- Preparation of informational tax returns.

#### **Audit objectives**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial

audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.
- Reporting on compliance related to state programs and expressing an opinion (or disclaimer of opinion) on compliance with the laws and regulations of the state programs in accordance with the requirements of the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinion on the financial statements or the single audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the

right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting

material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

#### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies



related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare the organization's federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue



our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

#### **Engagement administration and other matters**

We expect to begin our audit on approximately April 2020.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and

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the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Cognizant or Grantor Agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Cognizant or Grantor Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report

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to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

*Government Auditing Standards* require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

### **Mediation**

Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

**Price Estimate**

The price for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the price for the engagement is as follows:

Professional Services (See detailed schedule of last page)	Amount
Audit services (includes procedures for one major program under Uniform Guidance, if additional programs are required to be tested they will be billed at \$3,500 per additional federal program)	\$51,300
Data Collection Form SF-FAC and single audit reporting package	\$900
Informational tax return services	\$5,850
Additional fee related to implementation of the following standards, this is an estimate, the actual amount will depend on the amount of work involved by CLA:  <i>ASU 2014-09, Revenue Recognition</i>  <i>ASU 2018-18, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made</i>  <i>ASU 2016-18, Statement of Cash Flows</i>	No Charge
Technology and client support fee	\$2,903
<b>Total</b>	<b>\$60,953</b>

The price estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated price for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for our services will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. There is a ten percent withholding clause per Education Code 14505.

***Technology Support Fee***

Given the rising technology costs all organizations are expending to serve and protect client information, we are adding a 5% technology and client support fee to all of our invoices. The fee combines technology expenses with client support costs and includes technology support, printing, communications, data security and storage, indirect engagement support costs and technical resource subscriptions. This is estimated and included in the fee table above.

***Changes in engagement timing and assistance by your personnel***

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

***Changes in accounting and audit standards***

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

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**Consent**

***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the Organization’s information in these cost comparison, performance indicator, and/or benchmarking reports.

***Subcontractors***

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties’ respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

DocuSigned by:  
  
A0BC445E9A4D4E6...  
Wade McMullen, CPA  
Principal  
626-857-7300  
Wade.McMullen@claconnect.com  
Enclosure

**Response:**

This letter correctly sets forth the understanding of Summit Public Schools.

Authorized signature: \_\_\_\_\_

Title: Chief Financial Officer

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

**Detailed Fee Schedule**

<b>Summit Public Schools</b>						
	<u>Summit Prep</u>	<u>Everest</u>	<u>Rainier</u>	<u>Tahoma</u>	<u>Shasta</u>	
Audit of Basic Financial Statements	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	
Governmental Auditing Standards Procedures	600	600	600	600	600	
State Compliance Attendance	850	850	850	850	850	
State Compliance CalPADS	400	400	400	400	400	
State Compliance - Other	350	350	350	350	350	
Single Audit Procedures (1 program)		-	-	-	-	
DCF Fees	-	-	-	-	-	
Tax Services	-	-	-	-	-	
<b>Total</b>	<b>4,600</b>	<b>4,600</b>	<b>4,600</b>	<b>4,600</b>	<b>4,600</b>	
Technology and Support Fee 5%	230	230	230	230	230	
<b>Total Federal Audit and Tax Services</b>	<b>\$ 4,830</b>	<b>\$ 4,830</b>	<b>\$ 4,830</b>	<b>\$ 4,830</b>	<b>\$ 4,830</b>	
	<u>Denali</u>	<u>K-2</u>	<u>Tamalpais</u>	<u>CMO</u>	<u>WA Schools</u>	
Audit of Basic Financial Statements	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,000	\$ 1,000	
Governmental Auditing Standards Procedures	600	600	600	500	500	
State Compliance Attendance	850	850	850	-	-	
State Compliance CalPADS	400	400	400	-	-	
State Compliance - Other	350	350	350	-	-	
Single Audit Procedures (1 program)	-	-	-	7,000	-	
DCF Fees	-	-	-	900	-	
Tax Services	-	-	-	1,800	-	
<b>Total</b>	<b>4,600</b>	<b>4,600</b>	<b>4,600</b>	<b>12,200</b>	<b>1,500</b>	
Technology and Support Fee 5%	230	230	230	610	75	
<b>Total Federal Audit and Tax Services</b>	<b>\$ 4,830</b>	<b>\$ 4,830</b>	<b>\$ 4,830</b>	<b>\$ 12,810</b>	<b>\$ 1,575</b>	
	<u>Foundation</u>	<u>Campus Drive</u>	<u>San Aleso</u>	<u>Ed Future</u>	<u>SLTR</u>	<u>SPS Total</u>
Audit of Basic Financial Statements	\$ 1,500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 25,700
Governmental Auditing Standards Procedures	-	-	-	-	-	5,800
State Compliance Attendance	-	-	-	-	-	6,800
State Compliance CalPADS	-	-	-	-	-	3,200
State Compliance - Other	-	-	-	-	-	2,800
Single Audit Procedures (1 program)	-	-	-	-	-	7,000
DCF Fees	-	-	-	-	-	900
Tax Services	1,800	750	750	750	-	5,850
<b>Total</b>	<b>3,300</b>	<b>1,250</b>	<b>1,250</b>	<b>1,250</b>	<b>500</b>	<b>58,050</b>
Technology and Support Fee 5%	165	63	63	63	25	2,903
<b>Total Federal Audit and Tax Services</b>	<b>\$ 3,465</b>	<b>\$ 1,313</b>	<b>\$ 1,313</b>	<b>\$ 1,313</b>	<b>\$ 525</b>	<b>\$ 60,953</b>

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SUMMIT PUBLIC SCHOOLS BOARD OF DIRECTORS MEETING  
MARCH 19, 2020



## Tamalpais Interim 2 19-20

### **Mission**

To prepare a diverse student population for success in a four-year college or university and to be thoughtful, contributing members of society. We leverage our work to have a broader impact on public education in America.

### **REQUESTED ACTION**

This is an item for action. We recommend that the Board approve the resolution.

### **BACKGROUND / HISTORY**

Tam's authorizer, West Contra Costa Unified School District (WCCUSD) requires a board resolution approving Interim and Unaudited Actuals reports to accompany all Interim and Unaudited Actuals report submissions. This resolution is for the submission of the 19-20 Interim 2

### **ATTACHMENTS**

- 19-20 Interim 2 Resolution

**GOVERNING BOARD, SUMMIT PUBLIC SCHOOLS**

**Resolution to review and approve Summit Public Schools: Tamalpais 19-20 Interim 2 Report**

WHEREAS charter authorizing districts from time to time require budget to actual reporting and,

WHEREAS these reports are now requiring board approval in order to submit said reports and,

WHEREAS the **19-20 Interim 2** report has been submitted to WCCUSD

RESOLVED, the reviewed Summit Public Schools: Tamalpais **19-20 Interim 2** is approved to be submitted to WCCUSD.

ADOPTED, the reviewed Summit Public Schools: Tamalpais **19-20 Interim 2** Report at a meeting on March 19 2020.

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

\_\_\_\_\_  
Board Signature

AYES, and in favor of: \_\_\_\_\_

NOES, Board members: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

SUMMIT PUBLIC SCHOOLS BOARD OF DIRECTORS MEETING  
MARCH 19, 2020



## K2 19-20 Interim 2

### **Mission**

To prepare a diverse student population for success in a four-year college or university and to be thoughtful, contributing members of society. We leverage our work to have a broader impact on public education in America.

### **REQUESTED ACTION**

This is an item for action. We recommend that the Board approve the resolution.

### **BACKGROUND / HISTORY**

K2's authorizer, Contra Costa County of Education (CCCOE) requires a board resolution approving Interim and Unaudited Actuals reports and Adopted Budgets to accompany all Adopted Budget, Interim and Unaudited Actuals report submissions. This resolution is for the submission of the K2 19-20 Interim 2

### **ATTACHMENTS**

- 19-20 Interim 2 Resolution

**GOVERNING BOARD, SUMMIT PUBLIC SCHOOLS**

**Resolution to review and approve Summit Public Schools: K2 19-20 Interim 2 Report**

WHEREAS charter authorizing districts from time to time require budget to actual reporting and,

WHEREAS these reports are now requiring board approval in order to submit said reports and,

WHEREAS the 19-20 Adopted Budget report has been submitted to CCCOE

RESOLVED, the reviewed Summit Public Schools: K2 19-20 Interim 2 Report is approved to be submitted to CCCOE.

ADOPTED, the reviewed Summit Public Schools: K2 19-20 Interim 2 Report at a meeting on March 19, 2020.

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

\_\_\_\_\_  
Board Signature

AYES, and in favor of: \_\_\_\_\_

NOES, Board members: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_



# **Discussion and possible action to adopt Summit's initial bargaining proposal**



## **Bargaining Committee Proposal**

Note: Summit Public Schools (“Summit”) reserves the right to add, modify, or delete any or all proposals throughout the course of negotiations for a collective bargaining agreement (“Agreement”) with Unite Summit (“US/CTA/NEA”). The following is provided without prejudice or precedent.

### **1. Wages**

Unit member compensations will be determined by the policy developed through a consensus-based decision process.

### **2. Hours of Employment and Work Year**

Unit member hours of employment will be determined by the policy developed through a consensus-based decision process.

### **3. Benefits**

Unit member health and welfare benefits will be determined by the policy developed through a consensus-based decision process.

### **4. Class Size and Caseloads**

In order to ensure safe and effective working and learning conditions for all unit members and students, class size limitations and caseloads will be consistent with Summit’s academic, program and financial model.

### **5. Leave**

Unit member leave will be determined by the policy developed through Summit’s consensus-based decision process.

### **6. Employment Status**

Discipline and dismissal of bargaining unit members shall conform to at-will employment principles.



## **7. Negotiation Procedure**

The parties will agree to a procedure for future negotiations.

## **8. Management Rights**

Summit shall exercise the powers and authority to direct, manage, and control and shall retain certain rights in the event of an emergency.

## **9. Grievance Procedure**

There will be a fair grievance procedure to resolve differences over the Agreement at the lowest possible level.

## **10. Assignability**

This Agreement is assignable.

## **11. Effect of Agreement**

The parties shall establish a term of the Agreement, which shall remain in effect until a successor Agreement is negotiated, and related provisions including zipper and savings.

## **12. Organizational Security**

Unite Summit will indemnify Summit for dues deductions consistent with the law.

**Unite Summit  
presentation  
regarding  
modification of the  
initial Unite Summit  
bargaining proposal**

**Calendar**

Unite Summit proposes the following changes to the 2020-2021 SPS calendar:

1. Change February 16-19, 2021 from teacher professional development days into holidays.
2. Reduce the teacher work year, without loss of pay or benefits, to:
  - a. 191 days for returning teachers
  - b. 194 days for new teachers
  - c. 199 for new teachers (including Summit Learning)
3. Outside of the above changes, adopt the calendar proposed during the March 4, 2020 LT meetings.

See [here](#) for the full proposed calendar.

**Schedule**

Unite Summit proposes the following:

1. The Leadership Team<sup>1</sup> at each school site shall have autonomy to decide their site's working schedule, including, but not limited to, breaks, lunch, SDL time, mentor time, classes, etc.
  - a. The Leadership Team shall strive to make this decision through consensus; if consensus is not reached, a supermajority shall decide.
  - b. Home Office may not reject a school site's schedule unless:
    - i. It does not meet minimum instructional minutes requirements OR
    - ii. It interferes with an agreement between SPS and the school district in which the site is located
2. In recognition of their work at multiple school sites, Expeditions teachers shall be allowed to leave their school site no later than 3:30pm, with a maximum of 60 minutes of meeting time per week. Expeditions LT shall have flexibility in terms of scheduling the meeting time.
3. Weekly staff meetings (including LT, GLT, MLT, CLT) shall total no more than 120 minutes per week.
  - a. Each site's LT shall have flexibility in terms of the scheduling of these meetings
  - b. The reduction in meeting time shall result in a sixty minute per week reduction of required teacher time on campus, and shall not be replaced by other duties.
4. Weekly office hours shall total no more than 60 minutes per week.

---

<sup>1</sup> Leadership Team consists of the Executive Director, Deans, and Teachers at a school site.

- a. Each site's LT shall have flexibility in terms of the scheduling of these office hours
- b. The reduction in office hours shall result in a thirty minute per week reduction of required teacher time on campus, and shall not be replaced by other duties.

**Site Autonomy**

School sites shall have the ability to customize their LT and other meeting agendas in order to best meet the needs of their school sites.

SY21 School Site Calendar						
June 2020						
SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
0						
July 2020						
SU	MO	TU	WE	TH	FR	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
0						
August 2020						
SU	MO	TU	WE	TH	FR	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
9						
September 2020						
SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
20						
October 2020						
SU	MO	TU	WE	TH	FR	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
21						
November 2020						
SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
15						
December 2020						
SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
14						
January 2021						
SU	MO	TU	WE	TH	FR	SA
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
18						
February 2021						
SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
15						
March 2021						
SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
21						
April 2021						
SU	MO	TU	WE	TH	FR	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
17						
May 2021						
SU	MO	TU	WE	TH	FR	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
20						
June 2021						
SU	MO	TU	WE	TH	FR	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
9						

Relevant Dates		
6/5	Last Day of School (SY20)	
6/17	New Leaders Begin	No Students
6/17- 6/19	New Leader Onboarding Days	
6/22-6/26	Primary Team Planning Days	
6/29-7/3	Holiday: School sites closed	Closed
7/6-7/10	Summit Learning Summer Training for new leaders and teachers	
7/27- 7/29	Site leader SY20 Launch Days	No Students
8/3-8/5	New to Summit Faculty Professional Development	No Students
8/6-8/7	All Employee Professional Development	No Students
8/10-8/11	All Teacher Professional Development	No Students
8/12-8/14 +8/17	Site-based Teacher Professional Development	No Students
8/18/2020	New Student Orientation	Only New Students
8/19/2020	First Day of School	All Students
9/7/2020	Holiday: School sites closed	Closed
9/25/2020	Fall Personalized Learning Plan Day	No Students
10/12/2020	Holiday: School sites closed	Closed
11/11/2020	Holiday: School sites closed	Closed
11/23-11/27	Holiday: School sites closed	Closed
12/21-1/1	Holiday: School sites closed	Closed
1/4/2021	All Employee Professional Development	No Students
1/5/2021	First day back in school for 2021	All Students
1/18/2021	Holiday: School sites closed	Closed
2/15/2021-2/19/2021	Holiday: School sites closed	Closed
3/19/2021	Spring Personalized Learning Plan Day	No Students
3/29/2021	Holiday: School sites closed	No Students
<b>Spring Breaks</b>		
April 5th-9th	Everest, Prep, Tam, K2, Shasta, Tahoma & Expeditions	Closed
April 12th-16th	Denali	
5/31/2021	Holiday: School sites closed	Closed
6/11/2021	Last Day of School	Closed
6/28-7/2	Primary Team Planning Days	1/2 day for students

- First or last day of school
- New student orientation
- Holiday: School sites closed
- No school for students
- Event for all employees
- Event for all site leaders
- Event for all new school leaders
- Event for new school leaders and new teachers
- Event for "New to Summit" teachers
- Event for all teachers
- Spring Break**
- Everest, Prep, Tam, K2, Shasta, Tahoma & Expeditions
- Denali and WA

179 Days for Students  
 191 Days for Teachers  
 194 Days for New Teachers  
 199 Days for New Teachers (incl. Summit Learning)

# **Brown Act Training**



# **Superintendent/CEO Report**

# **Report of the Chief Financial Officer**

SUMMIT PUBLIC SCHOOLS BOARD MEETING

March 19, 2020

# California Schools Financial Report January 2020



INFORMATION ITEM

## BACKGROUND / HISTORY

This report covers the year-to-date financial activity through January for:

- SPS California
- SPS Washington
- Community High School Foundation

## CURRENT CONTEXT

This report is based on the revised budget using accrual accounting. The statement of activities includes a summary and separate reports for Summit Public Schools Central Office, Marshall Street, Summit Public Schools-California, Summit Public Schools-Washington and the Community High School Foundation which are all related parties to Summit Public Schools.

The reports include budget compared to actual through January 31, 2020 and annual budget for 2019-2020, along with a column for budget remaining in 19-20. Please note that for CA enterprises, the fiscal year is for seven months (July through January), and for Washington State enterprises, the budget is for five months of the fiscal year (September through January).

### **Summit Public Schools**

The report indicates that budget to actual comparison through January 31, 2020 for the consolidated organization are favorable.

### **Revenues-accrual method**

- Revenues are tracking slightly behind the budget for this period of time.
- **SPS-Home Office**
  - SPS Service Fee revenues are paid monthly by CA and WA schools to the Home Office. Interest income is higher than expected due to conservative budget and surplus funds investment.
  - Various Gates Foundation and XQ grants have been received. Grants are generally allocated to the Home Office for the various programs being supported.
  - Lowenstein Foundation agreed to change the purpose of the endowed funds held in the Vanguard account. Those funds will now partially fund the Learning Experience team which is part of the Home Office.

- **Marshall Street Initiatives (MSI)**
  - Fundraising received \$9.8M, on a revised budget \$5.475M.
  - Various Gates Foundation, XQ, Siegel, and other grants have been received.
- **CA Schools**
  - Currently the revenues are tracking closely to the budget. Apportionment and state / federal revenue are slightly higher due to significantly higher enrollment at 4 schools (Summit Prep, Tam, K2, Shasta) than budgeted during the revision process. Other Local revenue is lower than expected due to the timing of receiving parcel tax payments for Tamalpais, K2, and Shasta.
- **WA Schools**
  - Due to continued student (specifically at Atlas) attrition and potential loss of TBIP & Highly Capable funds, the variances for revenue are expected to continue to negatively increase, which will have an impact on net income.
- **CHSF**
  - Lease revenue is higher due to CA schools payment timing (intercepts). Interest income is higher than expected due to conservative forecast of timing of when construction funds will be expensed.

**Expenses**

- **General**
  - Expenses are generally tracking at budget. A small positive variance exists for compensation due to delays in hiring.
- **SPS-Home Office**
  - Expenses are tracking very close to budgeted for compensation and other large cost expenses.
  - Tech hardware and software expenses are higher than budgeted due to expense timing.
- **Marshall**
  - Expenses are below budget due to a number of factors:
    - Delayed hiring of key positions.
    - Timing of technology/platform software purchases and various Marshall program consultant expenses
    - Expenses may increase as at the time of budgeting, grant funds were not secure. Now that funds have been received, actual expenses may increase over budget.
- **CA Schools**
  - Personnel expenses are tracking close to budget or showing a favorable variance.
  - Non-SPED Mental health consultant expenses are running under budget.
  - Substitutes, unbudgeted SPED legal settlements, and SPED contractors are higher than budgeted due to expense timing.
- **WA Schools**
  - Expenses are tracking favorably to budget.
- **CHSF**
  - Costs and SLTR stipend payments are in line with projections.
  - The San Aleso project continues to be on time and on budget.

**Balance Sheet:**

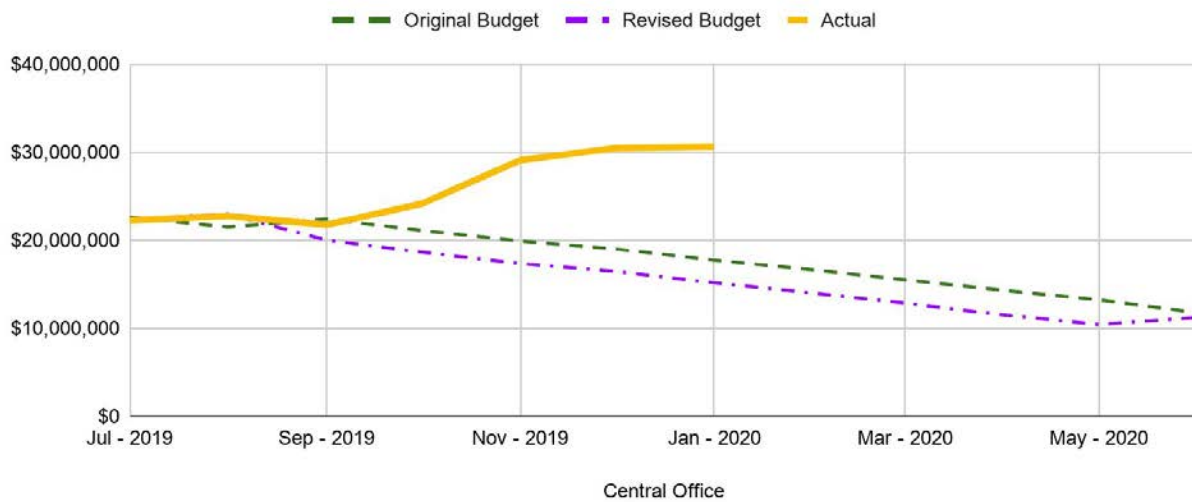
The balance sheet for Summit Public Schools is healthy with a cash balance of \$58.8M which includes \$12.0M in bond proceeds still to be disbursed. Fund balance is currently at \$70.1M including \$41.8M in long term fixed assets and \$34.4 in long term debt. The Community High School Foundation is a related party that holds the building assets belonging to Summit Public Schools.

Days cash on hand =

- California operations 190 days
- Washington operations 161 days

**Cash on hand projections**

Summit Central Office Cash on Hand 2019-2020 Budget versus Actual



**School Update**

Summary level individual school information is provided in a separate update

Additional Documents

[Summit Consolidated Financial Statements 1-31-20](#)

**Summit Public Schools****Through 1-31-20**

<b>Summary Summit Public Schools</b>				
<b>Revenue</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>19-20 Budget</b>	<b>Budget Remaining</b>
Principal Apportionment	23,096,172	24,004,454	43,238,462	(20,142,290)
Federal Revenue	1,563,557	1,552,052	2,571,005	(1,007,449)
Other State Revenue	4,111,057	4,249,256	7,706,239	(3,595,182)
Other Local Revenue	3,364,494	3,242,004	5,821,010	(2,456,516)
Lease Income	1,348,448	1,267,343	2,172,588	(824,140)
Interest Income	497,564	251,674	360,012	137,552
SPS Support Services	4,193,870	4,193,870	7,541,940	(3,348,070)
<b>Total Revenue</b>	<b>38,175,161</b>	<b>38,760,653</b>	<b>69,411,256</b>	<b>(31,236,094)</b>
<b>Operating Expenses</b>				
Compensation and Benefits	25,691,137	27,813,902	49,652,860	23,961,723
Books, Supplies and Technology	2,918,401	2,972,208	4,370,740	1,452,339
Consultants	1,450,651	2,061,348	3,627,586	2,176,936
Other Operating Expenses	18,883,658	18,498,334	24,069,679	5,186,021
SPS Support Services	4,193,870	4,193,870	7,541,939	3,348,069
Depreciation	0	0	1,536,513	1,536,513
Interest Expense	698,500	697,000	1,394,000	695,500
<b>Total Operating Expenses</b>	<b>53,836,216</b>	<b>56,236,662</b>	<b>92,193,317</b>	<b>38,357,101</b>
<b>Operating Surplus / (Deficit)</b>	<b>(15,661,055)</b>	<b>(17,476,009)</b>	<b>(22,782,062)</b>	
<b>Transfers</b>				
Transfer for CHSF	0	0	0	0
<b>Total Transfer</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Income / (Expense)</b>				
SPS Donation	22,593,059	14,238,891	9,263,891	13,329,168
Parent Donation	161,410	259,812	414,933	(253,523)
Deferred Revenue	500,000	500,000	500,000	0
Grant to School	0	0	3,831,820	(3,831,820)
SPS Reimbursement	0	0	0	0
XQ Grant for Shasta	530,543	0	509,317	21,226
WA HO to WA Schools Grants	3,835,161	3,831,820	0	3,835,161
<b>Total Other Income / (Expense)</b>	<b>27,620,173</b>	<b>18,830,523</b>	<b>14,519,961</b>	<b>13,100,212</b>
<b>Net Surplus / (Deficit)</b>	<b>11,959,118</b>	<b>1,354,514</b>	<b>(8,262,100)</b>	

**Summit Public Schools****Through 1-31-20**

<b>Summit Public Schools Central Office</b>				
<b>Revenue</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>19-20 Budget</b>	<b>Budget Remaining</b>
Principal Apportionment	0	0	0	0
Federal Revenue	0	0	0	0
Other State Revenue	0	0	0	0
Other Local Revenue	2,446,612	2,230,588	4,262,585	(1,815,973)
Lease Income	0	0	0	0
Interest Income	318,217	175,000	300,000	18,217
SPS Support Services	4,193,870	4,193,870	7,541,940	(3,348,070)
<b>Total Revenue</b>	<b>6,958,698</b>	<b>6,599,458</b>	<b>12,104,525</b>	<b>(5,145,827)</b>
<b>Operating Expenses</b>				
Compensation and Benefits	5,148,877	5,540,724	9,498,384	4,349,507
Books, Supplies and Technology	405,512	240,070	411,340	5,828
Consultants	393,041	185,934	318,744	(74,297)
Other Operating Expenses	1,226,922	1,225,634	2,163,776	936,854
SPS Support Services	0	0	0	0
Depreciation	0	0	0	0
Interest Expense	0	0	0	0
<b>Total Operating Expenses</b>	<b>7,174,353</b>	<b>7,192,362</b>	<b>12,392,244</b>	<b>5,217,891</b>
<b>Operating Surplus / (Deficit)</b>	<b>(215,655)</b>	<b>(592,904)</b>	<b>(287,719)</b>	
<b>Transfers</b>				
Transfer for CHSF	0	0	0	0
<b>Total Transfer</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Income / (Expense)</b>				
SPS Donation	4,007,253	25,000	50,000	3,957,253
Parent Donation	2,440	0	0	2,440
Deferred Revenue	0	0	0	0
Grant to School	0	0	0	0
SPS Reimbursement	0	0	0	0
XQ Grant for Shasta	0	0	0	0
WA HO to WA Schools Grants	0	0	0	0
<b>Total Other Income / (Expense)</b>	<b>4,009,693</b>	<b>25,000</b>	<b>50,000</b>	<b>3,959,693</b>
<b>Net Surplus / (Deficit)</b>	<b>3,794,038</b>	<b>(567,904)</b>	<b>(237,719)</b>	

**Summit Public Schools****Through 1-31-20**

	<b>Marshall</b>			
<b>Revenue</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>19-20 Budget</b>	<b>Budget Remaining</b>
Principal Apportionment	0	0	0	0
Federal Revenue	0	0	0	0
Other State Revenue	0	0	0	0
Other Local Revenue	0	0	0	0
Lease Income	0	0	0	0
Interest Income	0	0	0	0
SPS Support Services	0	0	0	0
<b>Total Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Operating Expenses</b>				
Compensation and Benefits	3,033,426	3,781,498	6,482,568	3,449,142
Books, Supplies and Technology	55,294	124,950	185,090	129,796
Consultants	780,292	1,341,753	2,311,310	1,531,018
Other Operating Expenses	4,027,298	4,235,317	4,624,358	597,060
SPS Support Services	0	0	0	0
Depreciation	0	0	0	0
Interest Expense	0	0	0	0
<b>Total Operating Expenses</b>	<b>7,896,310</b>	<b>9,483,518</b>	<b>13,603,326</b>	<b>5,707,016</b>
<b>Operating Surplus / (Deficit)</b>	<b>(7,896,310)</b>	<b>(9,483,518)</b>	<b>(13,603,326)</b>	
<b>Transfers</b>				
Transfer for CHSF	284,525	251,867	431,772	147,247
<b>Total Transfer</b>	<b>284,525</b>	<b>251,867</b>	<b>431,772</b>	<b>147,247</b>
<b>Other Income / (Expense)</b>				
SPS Donation	9,796,915	5,475,000	5,475,000	4,321,915
Parent Donation	0	0	0	0
Deferred Revenue	0	0	0	0
Grant to School	0	0	0	0
SPS Reimbursement	0	0	0	0
XQ Grant for Shasta	0	0	0	0
WA HO to WA Schools Grants	0	0	0	0
<b>Total Other Income / (Expense)</b>	<b>9,796,915</b>	<b>5,475,000</b>	<b>5,475,000</b>	<b>4,321,915</b>
<b>Net Surplus / (Deficit)</b>	<b>1,616,080</b>	<b>(4,260,385)</b>	<b>(8,560,098)</b>	



**Summit Public Schools****Through 1-31-20**

	<b>CA Schools</b>			
<b>Revenue</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>19-20 Budget</b>	<b>Budget Remaining</b>
Principal Apportionment	19,467,379	18,777,365	33,531,011	(14,063,632)
Federal Revenue	858,243	858,055	1,532,241	(673,998)
Other State Revenue	2,982,341	2,771,962	4,949,933	(1,967,592)
Other Local Revenue	772,769	959,392	1,477,465	(704,696)
Lease Income	7,860	0	0	7,860
Interest Income	7,397	0	0	7,397
SPS Support Services	0	0	0	0
<b>Total Revenue</b>	<b>24,095,990</b>	<b>23,366,774</b>	<b>41,490,650</b>	<b>(17,394,660)</b>
<b>Operating Expenses</b>				
Compensation and Benefits	13,308,245	14,022,325	24,445,970	11,137,725
Books, Supplies and Technology	1,623,190	1,719,690	2,565,313	942,123
Consultants	69,948	226,890	426,455	356,507
Other Operating Expenses	7,822,996	7,108,512	12,718,512	4,895,516
SPS Support Services	3,170,301	3,170,301	5,434,802	2,264,501
Depreciation	0	0	543,408	543,408
Interest Expense	0	0	0	0
<b>Total Operating Expenses</b>	<b>25,994,680</b>	<b>26,247,718</b>	<b>46,134,460</b>	<b>20,139,780</b>
<b>Operating Surplus / (Deficit)</b>	<b>(1,898,690)</b>	<b>(2,880,944)</b>	<b>(4,643,810)</b>	
<b>Transfers</b>				
Transfer for CHSF	0	0	0	0
<b>Total Transfer</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Income / (Expense)</b>				
SPS Donation	0	0	0	0
Parent Donation	155,769	252,588	400,933	(245,164)
Deferred Revenue	500,000	500,000	500,000	0
Grant to School	0	0	0	0
SPS Reimbursement	0	0	0	0
XQ Grant for Shasta	530,543	0	509,317	21,226
WA HO to WA Schools Grants	0	0	0	0
<b>Total Other Income / (Expense)</b>	<b>1,186,312</b>	<b>752,588</b>	<b>1,410,250</b>	<b>(223,938)</b>
<b>Net Surplus / (Deficit)</b>	<b>(712,378)</b>	<b>(2,128,356)</b>	<b>(3,233,560)</b>	

**Summit Public Schools****Through 1-31-20**

	<b>WA Schools</b>			
<b>Revenue</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>19-20 Budget</b>	<b>Budget Remaining</b>
Principal Apportionment	3,628,793	5,227,089	9,707,451	(6,078,658)
Federal Revenue	705,313	693,997	1,038,764	(333,451)
Other State Revenue	1,128,716	1,477,294	2,756,306	(1,627,590)
Other Local Revenue	30,153	33,024	61,960	(31,807)
Lease Income	0	0	0	0
Interest Income	42,168	41,667	0	42,168
SPS Support Services	0	0	0	0
<b>Total Revenue</b>	<b>5,535,144</b>	<b>7,473,071</b>	<b>13,564,481</b>	<b>(8,029,337)</b>
<b>Operating Expenses</b>				
Compensation and Benefits	4,200,589	4,469,355	9,225,938	5,025,349
Books, Supplies and Technology	634,405	686,616	1,007,485	373,079
Consultants	13,021	48,989	129,165	116,144
Other Operating Expenses	5,533,494	5,602,642	3,985,069	(1,548,425)
SPS Support Services	1,023,569	1,023,569	2,047,137	1,023,569
Depreciation	0	0	35,541	35,541
Interest Expense	0	0	0	0
<b>Total Operating Expenses</b>	<b>11,405,078</b>	<b>11,831,171</b>	<b>16,430,336</b>	<b>5,025,258</b>
<b>Operating Surplus / (Deficit)</b>	<b>(5,869,934)</b>	<b>(4,358,100)</b>	<b>(2,865,855)</b>	
<b>Transfers</b>				
Transfer for CHSF	0	0	0	0
<b>Total Transfer</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Income / (Expense)</b>				
SPS Donation	5,050,000	5,000,000	0	5,050,000
Parent Donation	3,201	7,224	14,000	(10,799)
Deferred Revenue	0	0	0	0
Grant to School	0	0	3,831,820	(3,831,820)
SPS Reimbursement	0	0	0	0
XQ Grant for Shasta	0	0	0	0
WA HO to WA Schools Grants	3,835,161	3,831,820	0	3,835,161
<b>Total Other Income / (Expense)</b>	<b>8,888,362</b>	<b>8,839,044</b>	<b>3,845,820</b>	<b>5,042,542</b>
<b>Net Surplus / (Deficit)</b>	<b>3,018,428</b>	<b>4,480,944</b>	<b>979,965</b>	

**Summit Public Schools****Through 1-31-20**

	CHSF			
	YTD Actual	YTD Budget	19-20 Budget	Budget Remaining
<b>Revenue</b>				
Principal Apportionment	0	0	0	0
Federal Revenue	0	0	0	0
Other State Revenue	0	0	0	0
Other Local Revenue	114,960	19,000	19,000	95,960
Lease Income	1,340,588	1,267,343	2,172,588	(832,000)
Interest Income	129,782	35,007	60,012	69,770
SPS Support Services	0	0	0	0
<b>Total Revenue</b>	<b>1,585,330</b>	<b>1,321,350</b>	<b>2,251,600</b>	<b>(666,270)</b>
<b>Operating Expenses</b>				
Compensation and Benefits	0	0	0	0
Books, Supplies and Technology	200,000	200,882	201,512	1,512
Consultants	194,349	257,782	441,912	247,564
Other Operating Expenses	272,948	326,229	577,964	305,016
SPS Support Services	0	0	60,000	60,000
Depreciation	0	0	957,564	957,564
Interest Expense	698,500	697,000	1,394,000	695,500
<b>Total Operating Expenses</b>	<b>1,365,796</b>	<b>1,481,893</b>	<b>3,632,952</b>	<b>2,267,156</b>
<b>Operating Surplus / (Deficit)</b>	<b>219,534</b>	<b>(160,543)</b>	<b>(1,381,352)</b>	
<b>Transfers</b>				
Transfer for CHSF	(284,525)	(251,867)	(431,772)	(147,247)
<b>Total Transfer</b>	<b>(284,525)</b>	<b>(251,867)</b>	<b>(431,772)</b>	<b>(147,247)</b>
<b>Other Income / (Expense)</b>				
SPS Donation	3,738,891	3,738,891	3,738,891	0
Parent Donation	0	0	0	0
Deferred Revenue	0	0	0	0
Grant to School	0	0	0	0
SPS Reimbursement	0	0	0	0
XQ Grant for Shasta	0	0	0	0
WA HO to WA Schools Grants	0	0	0	0
<b>Total Other Income / (Expense)</b>	<b>3,738,891</b>	<b>3,738,891</b>	<b>3,738,891</b>	<b>0</b>
<b>Net Surplus / (Deficit)</b>	<b>4,242,950</b>	<b>3,830,215</b>	<b>2,789,311</b>	

Through 1-31-20	Community High School			Total	Prior FYE Summary	Change
	Summit Public Schools CA	Summit Public Schools WA	Foundation			
<b>Current Assets</b>						
Cash & Equivalents	38,850,314	7,240,696	12,737,885	58,828,895	53,005,708	5,823,187
Accounts Receivable	10,137,808	314,350	92,818	10,544,976	14,901,817	(4,356,841)
Prepaid Expenses	138,626	0	0	138,626	3,610,253	(3,471,627)
<b>Total Current Assets</b>	<b>49,126,748</b>	<b>7,555,045</b>	<b>12,830,703</b>	<b>69,512,497</b>	<b>71,517,779</b>	<b>(2,005,282)</b>
<b>Fixed Assets</b>						
Work in Progress	0	0	7,059,134	7,059,134	1,900,553	5,158,581
Buildings	0	0	26,453,266	26,453,266	26,140,535	312,731
PP&E	7,760,289	714,171	4,816,518	13,290,977	13,185,711	105,266
Accumulated Depreciation	(3,888,758)	(52,654)	(1,053,707)	(4,995,119)	(4,995,119)	0
<b>Net Fixed Assets</b>	<b>3,871,531</b>	<b>661,517</b>	<b>37,275,210</b>	<b>41,808,258</b>	<b>36,231,681</b>	<b>5,576,577</b>
Security Deposit	128,035	86,698	36,500	251,232	232,842	18,390
Deferred Rent - Asset	0	0	2,413,062	2,413,062	0	2,413,062
<b>Total Other Asset</b>	<b>128,035</b>	<b>86,698</b>	<b>2,449,562</b>	<b>2,664,294</b>	<b>232,842</b>	<b>2,431,452</b>
<b>Total Asset</b>	<b>53,126,314</b>	<b>8,303,260</b>	<b>52,555,475</b>	<b>113,985,049</b>	<b>107,982,302</b>	<b>3,589,685</b>
<b>Current Liabilities</b>						
Accounts Payable	435,527	12,678	0	448,205	873,948	(425,743)
Due to Other Gov't	0	459,789	0	459,789	475,012	(15,224)
Accrued Accounts Payable	5,447,334	1,111,187	0	6,558,521	10,899,500	(4,340,979)
Retirement Accounts	421,703	114,195	0	535,898	335,373	200,525
Deferred Revenue	1,462,605	0	0	1,462,605	2,837,555	(1,374,950)
<b>Total Current Liabilities</b>	<b>7,767,169</b>	<b>1,697,849</b>	<b>0</b>	<b>9,465,018</b>	<b>15,421,389</b>	<b>(5,956,371)</b>
<b>Long Term Liabilities</b>	0	0	0	0	0	0
Deferred Rent (liability)	3,031,942	822,059	636,392	4,490,393	4,490,393	0
Other Long-Term Liabilities	0	0	29,897,124	29,897,124	29,897,124	0
<b>Total Long Term Liabilities</b>	<b>3,031,942</b>	<b>822,059</b>	<b>30,533,516</b>	<b>34,387,517</b>	<b>34,387,517</b>	<b>0</b>
<b>Total Liabilities</b>	<b>10,799,111</b>	<b>2,519,907</b>	<b>30,533,516</b>	<b>43,852,534</b>	<b>49,808,905</b>	<b>(5,956,371)</b>
Restricted Asset	980,553	0	0	980,553	980,553	0
Beginning Fund Balance	36,648,910	2,764,925	17,779,009	57,192,844	53,086,150	4,106,694
Surplus/(Deficit)	4,697,740	3,018,428	4,242,950	11,959,118	4,106,694	7,852,424
Ending Fund Balance	42,327,203	5,783,353	22,021,959	70,132,515	58,173,397	11,959,118
<b>Total Liabilities &amp; Fund Balance</b>	<b>53,126,314</b>	<b>8,303,260</b>	<b>52,555,475</b>	<b>113,985,049</b>	<b>107,982,302</b>	<b>6,002,747</b>
	0	0	0	0	0	(2,413,062)
County Treasury	694,469	0	0	694,469	667,767	26,702
CA Bank of America	2,587,506	0	0	2,587,506	940,192	1,647,314
WA Bank of America	0	1,162,726	0	1,162,726	1,482,450	(319,724)
CA Fidelity	34,379,457	0	0	34,379,457	28,905,398	5,474,059
WA Fidelity	0	6,077,969	0	6,077,969	5,012,968	1,065,001
First Republic	0	0	717,628	717,628	355,419	362,209
Wilmington Trust	0	0	12,020,257	12,020,257	14,550,461	(2,530,204)
Vanguard	1,188,883	0	0	1,188,883	1,091,053	97,830
<b>Total</b>	<b>38,850,314</b>	<b>7,240,696</b>	<b>12,737,885</b>	<b>58,828,895</b>	<b>53,005,708</b>	<b>5,823,187</b>

**Consideration and  
possible action to  
approve Compensation  
Policy, including Teacher  
Salary Scale**

SUMMIT PUBLIC SCHOOLS CALIFORNIA  
March 19, 2020



## Approval of Teacher Pay Scale for 2020/2021

### Vision

To prepare a diverse student population for success in a four-year college or university and to be thoughtful, contributing members of society. We leverage our work to have a broader impact on public education in America.

### REQUESTED ACTION

Review and approve 2020/2021 school year CA teacher salary scales.

### BACKGROUND/HISTORY

Our compensation policy states that we recalibrate teacher scales every year to allow us to remain competitive with local markets. We base any changes to our scale on publicly available salary data from the districts where our schools are located. These districts are: Sequoia Union, Fremont Union, Jefferson Union, East Side Union, West Contra Costa, and Sunnyvale.

### CURRENT CONTEXT

The process to recalibrate the scales is as follows:

1. Collect the most up-to-date, publically available data as of February 15 for teacher pay scales in the local market at the “Year 4, Bachelor’s plus 30 semester units (or 45 quarterly units) level”.
2. Compute a weighted average of these data points. The weights assigned to each district correspond to the number of grades Summit has within their boundaries.
3. Adjust the Year 4 Mid gross pay on our current scale by the percentage that the weighted average has changed for the upcoming year.
4. The new teacher pay scale is built in 4% increments from this revised baseline.

The steps above were followed to build the proposed teacher salary scale for 2020/2021. Based on the data, the Summit CA teacher pay scale will increase by **2.98%**.

Some things to note:

- This year we have included Sunnyvale School District in our calculations to account for the three grade levels of Denali MS. This is a change from previous years.
- As of February 15, 4 out of 6 districts have not published salary scales or expected increases for the upcoming year. For these we used the current school year’s “Year 4, Bachelor’s plus 30 semester units (or 45 quarterly units)” salary to calculate the weighted average. This is consistent with previous years.

An update on consensus:

## BOARD MEMO

The current compensation policy is set to sunset this June. To prepare for that change, we recently finalized a consensus process to determine the new policy for upcoming years. Of the 408 employees who participated in the process, 99% came to consensus on the policy that is linked below. While there were discussions around teacher base pay, no changes were adopted that will impact the process of calculating Summit teacher pay scales.

### ATTACHMENTS

- [Compensation Policy](#) (effective July 1, 2020)
- [Proposed California Teacher Pay Scale for SY20/21](#)

# California Teacher Salary Scales for 2020-2021

**PENDING BOARD APPROVAL**

**SY21 Weighted Average: \$66,694**

% Change vs. SY20 2.98%

SY21 Summit CA Base Scale			
<i>This scale applies to teachers in their first or second year of teaching at Summit.</i>			
	Low	Mid	High
1	\$56,467	\$59,291	\$62,255
2	\$58,726	\$61,662	\$64,745
3	\$61,075	\$64,129	\$67,335
4	\$63,518	<b>\$66,694</b>	\$70,029
5	\$66,059	\$69,362	\$72,830
6	\$68,701	\$72,136	\$75,743
7	\$71,449	\$75,021	\$78,773
8	\$74,307	\$78,022	\$81,923
9	\$77,279	\$81,143	\$85,200
10	\$80,370	\$84,389	\$88,608
11	\$83,585	\$87,765	\$92,153
12	\$86,929	\$91,275	\$95,839
13	\$90,406	\$94,926	\$99,672
14	\$94,022	\$98,723	\$103,659
15	\$97,783	\$102,672	\$107,806
16	\$97,783	\$102,672	\$107,806
17	\$97,783	\$102,672	\$107,806
18	\$97,783	\$102,672	\$107,806
19	\$97,783	\$102,672	\$107,806
20	\$97,783	\$102,672	\$107,806

SY21 Summit CA Base Scale			
<i>This scale applies to teachers in their third or fourth year of teaching at Summit. It includes the \$2,000 Experience Stipend.</i>			
	Low	Mid	High
1			
2			
3	\$63,075	\$66,129	\$69,335
4	\$65,518	<b>\$68,694</b>	\$72,029
5	\$68,059	\$71,362	\$74,830
6	\$70,701	\$74,136	\$77,743
7	\$73,449	\$77,021	\$80,773
8	\$76,307	\$80,022	\$83,923
9	\$79,279	\$83,143	\$87,200
10	\$82,370	\$86,389	\$90,608
11	\$85,585	\$89,765	\$94,153
12	\$88,929	\$93,275	\$97,839
13	\$92,406	\$96,926	\$101,672
14	\$96,022	\$100,723	\$105,659
15	\$99,783	\$104,672	\$109,806
16	\$99,783	\$104,672	\$109,806
17	\$99,783	\$104,672	\$109,806
18	\$99,783	\$104,672	\$109,806
19	\$99,783	\$104,672	\$109,806
20	\$99,783	\$104,672	\$109,806

SY21 Summit CA Base Scale			
<i>This scale applies to teachers in their fifth year or above of teaching at Summit. It includes the \$5,000 Experience Stipend.</i>			
	Low	Mid	High
1			
2			
3			
4			
5	\$71,059	\$74,362	\$77,830
6	\$73,701	\$77,136	\$80,743
7	\$76,449	\$80,021	\$83,773
8	\$79,307	\$83,022	\$86,923
9	\$82,279	\$86,143	\$90,200
10	\$85,370	\$89,389	\$93,608
11	\$88,585	\$92,765	\$97,153
12	\$91,929	\$96,275	\$100,839
13	\$95,406	\$99,926	\$104,672
14	\$99,022	\$103,723	\$108,659
15	\$102,783	\$107,672	\$112,806
16	\$102,783	\$107,672	\$112,806
17	\$102,783	\$107,672	\$112,806
18	\$102,783	\$107,672	\$112,806
19	\$102,783	\$107,672	\$112,806
20	\$102,783	\$107,672	\$112,806

Note: Teachers who are at or above Year 15 will receive only a cost-of-living adjustment. For the upcoming school year, that increase is 2.5% based on the BLS CPI statistics in the San Francisco Bay Area.

[BLS CPI statistics](#)



**Consideration and  
possible action to  
approve Local Agency  
Executive  
Compensation effective  
July 1, 2020**

SUMMIT PUBLIC SCHOOLS CALIFORNIA  
March 19, 2020



## Approval C-Level Salaries for 2020/2021

### Vision

To prepare a diverse student population for success in a four-year college or university and to be thoughtful, contributing members of society. We leverage our work to have a broader impact on public education in America.

### REQUESTED ACTION

- Review and approve the salary scale for Chief Information Officer
- Review and approve 2020/2021 salaries for some C-Level roles

### BACKGROUND/HISTORY

Compensation for certain C-level roles must be discussed and approved by the board pursuant to Gov. Code Section 54953. At Summit, this includes compensation for the Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, Chief Information Officer, and Superintendent.

### CURRENT CONTEXT

Salaries for C-level roles are arrived at using the same process we follow for non-instructional positions:

- For each position, we research the market pay for comparable roles within our defined peer set of other high performing charter school management organizations and local nonprofits.
- The data that informs C-level salaries comes from three primary sources (in order of preference)
  - Charter Schools Growth Fund/KIPP National Compensation Study
  - Northern California Fair Pay Study
  - Economic Research Institute
- We recalibrate salary schedules for non-instructional roles every 2 years to align with the market
- Additionally, each year individuals are eligible to receive a 4% raise (adjusted based on hire date)

We are currently in an off-year when it comes to recalibrating scales for non-instructional roles. As a result, the only change to C-level salaries for the upcoming school year is the annual 4% raise. The scales for each of the roles listed above are attached below. With the exception of the Chief Information Officer scale, these were approved last year in 2019.

The linked spreadsheet also includes individual salary information for the individuals currently in each role. We are proposing they receive the full 4% raise as outlined in our policy for the upcoming school year.

### ATTACHMENTS

- [Compensation Policy](#) (effective July 1, 2020)
- [C-Level Salaries and Source Data by Role](#)

<b>Salary Data: Chief Executive Officer</b>					
Source of the market comparable:	ERI				
Comparable role pulled from the study:	Chief Executive Officer				
Source data (approved June 20, 2019)	<a href="#">Individual Position Profile</a>				
Current scale based on years of experience:	<b>CEO</b>				
	Y1	\$401,732			
	Y2	\$417,801			
	Y3	\$434,513			
	Y4	\$451,894			
	Y5	\$469,970			
	Y6	\$488,769			
	Y7	\$508,319			
	Y8	\$528,652			
Current incumbant scale placement	Not placed				
	In 2019 it was decided that the CEO's salary would remain flat (neither a scale adjustment nor annual raise applied). As a part of our policy, we do not reduce anyones compensation if the approved scale is below their current salary.				
Current incumbant salary	\$450,449				
Incumbent scale placement for 2020/2021	Not placed				
Proposed incumbant salary for 2020/2021	\$468,467				
Percent change	4.00%				

<b>Salary Data: Chief Information Officer</b>		
<b>SCALE PENDING BOARD APPROVAL - Existing Position as of 7/1/2019</b>		
Source of the market comparable:	CSGF	
Comparable role pulled from the study:	Chief Data Officer, VP of Data	
Source data:	<a href="#">Individual Position Profile</a>	
Current scale based on years of experience:	<b>CIO</b>	
	Y1	\$136,016
	Y2	\$141,457
	Y3	\$147,115
	Y4	\$153,000
	Y5	\$159,120
	Y6	\$165,485
	Y7	\$172,104
	Y8	\$178,988
Current incumbant scale placement	Year 1.5	
Current incumbant salary	\$138,737	
Incumbent scale placement for 2020/2021	Year 2.5	
Proposed incumbant salary for 2020/2021	\$144,286	
Percent change	4.00%	

<b>Salary Data: Chief Financial Officer</b>					
Source of the market comparable:	ERI				
Comparable role pulled from the study:	Chief Financial Officer				
Source data (approved June 20, 2019)	Individual Position Profile				
Current scale based on years of experience:	<b>CFO</b>				
	Y1	\$240,361			
	Y2	\$249,975			
	Y3	\$259,974			
	Y4	\$270,373			
	Y5	\$281,188			
	Y6	\$292,435			
	Y7	\$304,133			
	Y8	\$316,298			
Current incumbant scale placement	Not placed				
	In 2019 it was decided that the CFO's salary would remain flat (neither a scale adjustment nor annual raise applied). As a part of our policy, we do not reduce anyones compensation if the approved scale is below their current salary.				
Current incumbant salary	\$268,056				
Incumbent scale placement for 2020/2021	Not placed				
Proposed incumbant salary for 2020/2021	\$278,778				
Percent change	4.00%				

<b>Salary Data: Chief Operations Officer</b>		
Source of the market comparable:	CSGF	
Comparable role pulled from the study:	Chief Operating Officer, VP of Operations	
Source data (approved June 20, 2019)	<a href="#">Individual Position Profile</a>	
Current scale based on years of experience:	<b>COO</b>	
	Y1	\$203,680
	Y2	\$211,827
	Y3	\$220,300
	Y4	\$229,112
	Y5	\$238,276
	Y6	\$247,808
	Y7	\$257,720
	Y8	\$268,029
Current incumbant scale placement	Year 2	
Current incumbant salary	\$211,930	
Incumbent scale placement for 2020/2021	Year 3	
Proposed incumbant salary for 2020/2021	\$220,300	
Percent change	3.95%	

<b>Salary Data: Superintendent</b>		
Source of the market comparable:	CSGF	
Comparable role pulled from the study:	CEO, Executive Director	
Source data (approved June 20, 2019)	<a href="#">Individual Position Profile</a>	
Current scale based on years of experience:	<b>Superintendent</b>	
	Y1	\$224,027
	Y2	\$232,988
	Y3	\$242,308
	Y4	\$252,000
	Y5	\$262,080
	Y6	\$272,563
	Y7	\$283,466
	Y8	\$294,804
Current incumbant scale placement	Year 5	
Current incumbant salary	\$262,080	
Incumbent scale placement for 2020/2021	Year 6	
Proposed incumbant salary for 2020/2021	\$272,563	
Percent change	4.00%	

**Consideration and  
possible action to  
approve Resolution  
Concerning Measures  
to address  
organizational and  
educational impacts of  
the COVID-19 virus**



SUMMIT PUBLIC SCHOOLS BOARD OF DIRECTORS MEETING  
March 19, 2020



## RESOLUTION OF THE BOARD OF DIRECTORS OF SUMMIT PUBLIC SCHOOLS CONCERNING MEASURES TO ADDRESS THE ORGANIZATIONAL AND EDUCATIONAL IMPACTS OF THE COVID-19 VIRUS

### Mission

To prepare a diverse student population for success in a four-year college or university and to be thoughtful, contributing members of society. We leverage our work to have a broader impact on public education in America.

### REQUESTED ACTION

This item is being recommended for action.

### BACKGROUND / HISTORY

Summit Public Schools is mindful of our role in securing the safety and well-being of all students, staff, parents, and stakeholders of our schools. In response to the worldwide pandemic caused by the COVID-19 virus, a state and federal State of Emergency has been called. Summit Public Schools recognizes that our community includes students, staff, and family members who are likely at high risk of serious symptoms due to the COVID-19 virus. Summit Public Schools is following the advice issued by federal, state, and local government officials, including, but not limited to, the public health departments of the counties in which we operate and the Centers for Disease Control. In order to mitigate the possible effects of COVID-19 virus, government officials have recommended certain actions including, but not limited to, social distancing and school closures.

### CURRENT CONTEXT

Summit Public Schools recognizes that there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing school policies and/or procedures of the Charter School might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19. In order to protect the safety, health, and welfare of our community and continue organizational functions, staff recommend adoption of a resolution to address the organizational and educational impacts of the COVID-19 virus.

### ATTACHMENTS

- Resolution of the Board of Directors of Summit Public Schools Concerning Measures to Address the Organizational and Educational Impacts of the COVID-19 Virus

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
SUMMIT PUBLIC SCHOOLS CONCERNING MEASURES  
TO ADDRESS THE ORGANIZATIONAL AND  
EDUCATIONAL IMPACTS OF THE COVID-19 VIRUS**

WHEREAS, Summit Public Schools, a California nonprofit corporation, operates Summit Public School: Denali; Everest Public High School; Summit Public School: K2; Summit Public School: Rainier; Summit Public School: Shasta; Summit Preparatory Charter School; Summit Public School: Tahoma; and Summit Public School: Tamalpais (collectively, the “Charter School”);

WHEREAS, the safety and well-being of all students, staff, parents and stakeholders of the schools operated by Charter School is paramount; and

WHEREAS, in December 2019, an outbreak of respiratory illness due to a coronavirus now known as COVID-19 was first identified in Wuhan City, China and has since spread to more than 75 countries, including the United States; and

WHEREAS, on January 23, 2020, the national Centers for Disease Control (“CDC”) activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS, on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and, on March 2, 2020, the California Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS, on March 4, 2020 the Governor of the State of California declared an emergency statewide relating to COVID-19 and has directed state agencies to provide updated and specific guidance to schools; and

WHEREAS, Charter School has been monitoring advice provided by the California Department of Education (“CDE”), the CDC, and the State and County health departments; and

WHEREAS, the number of confirmed cases of COVID-19 is growing at an alarming rate both around the world and in California; and

WHEREAS, more than 9,400 Californians in 49 counties are in “home monitoring” based on travel-related exposure to the virus; and

WHEREAS, experts anticipate that, while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS, Charter School has some students, staff and family members who are likely at risk of more serious symptoms as a result of other health conditions; and

WHEREAS, there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing school policies and/or procedures of the Charter School might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19;

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of Summit Public Schools directs the following:

1. Charter School shall be closed should the chartering authority, or local, state or federal government officials, including, but not limited to, the Public Health Department of the counties in which Charter School operates schools (collectively, the “Relevant Authorities”) direct or recommend the closure;
2. The Board grants authority to the Chief Executive Officer or designee to close or temporarily suspend any school based on the Chief Executive Officer’s determination that it is necessary to protect student and/or staff health and safety; provided, however, that the Chair of this Board shall have the right in his sole discretion to rescind this grant of authority and require Board approval for any school closures.
3. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer may waive any school or organization-wide policy or procedure to implement directives from Relevant Authorities;
4. The Chief Executive Officer shall have the authority to exclude anyone from school campus other than students and employees, including parents and volunteers, in order to minimize risk of COVID-19 exposure from the surrounding community;
5. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer or designee may exclude pupil(s) or employee(s) from school or school activities as necessary to implement guidance or directives from Relevant Authorities or applicable law;
6. The Chief Executive Officer or designee may hire additional staff or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the Chief Executive Officer deems necessary in his/her discretion to mitigate the actual or potential impacts of COVID-19. The Chief Executive Officer or designee shall consult the Charter School’s legal counsel regarding collective bargaining agreement provisions impacting this authority if applicable;

7. The Chief Executive Officer or designee may direct that all parent meetings, conferences, discussions, or other required parent interactions be held telephonically or by videoconference in order to minimize potential exposure of our students and staff by parents or other community members;
8. As necessary, the Chief Executive Officer, in consultation with Charter School legal counsel, shall have the authority to confer with collective bargaining units, if any, relating to actual or potential impacts of COVID-19 on the terms and conditions of employment for represented employees and bring such revised agreements to the Board for approval;
9. As necessary, the Chief Executive Officer, in consultation with Charter School legal counsel, shall have the authority to confer with unrepresented employees relating to impacts on the terms and conditions of employment caused by the actual or potential impacts of COVID-19;
10. As necessary, the Chief Executive Officer, in consultation with Charter School legal counsel, shall have the authority to negotiate any necessary changes to or cancelations of other non-employment contracts in order to mitigate losses that the Charter School would otherwise incur, or to provide different levels and types of services needed, as a result of actual or potential impacts of COVID-19;
11. The Chief Executive Officer, in consultation with Charter School legal counsel and our granting agency, shall propose revisions to the academic calendar for the 2019-20 academic year, if necessary;
12. The Chief Executive Officer, in consultation with Charter School legal counsel and our granting agency, shall prepare and file all necessary requests and supporting documentation to preserve full apportionment funding;
13. The Chief Executive Officer, in consultation with Charter School legal counsel, may approve use of virtual, independent study or other programs designed to serve students who otherwise might be unserved;
14. The Chief Executive Officer is directed to continuously inform families about updates to information and directives being received from Relevant Authorities;
15. The Chief Executive Officer shall keep this Board of Directors and Charter School's parents and staff informed of her implementation of the provisions of this Resolution;
16. The Chief Executive Officer shall consult with the Charter School's insurer for any advisement as to how to deal with virus related issues;

17. The Chief Executive Officer or designee shall ensure that services to special education students continue to be provided in off-campus locations when appropriate and possible in the event of a school closure;
18. The Chief Executive Officer or designee shall ensure that students have access to free and reduced-price meals in the event of school closure unless this is impossible or commercially unreasonable;
19. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer or designee may restrict or cancel the use of school facilities by off-campus groups and may restrict or cancel extra-curricular activities, field trips, sports, or other school activities sponsored by student or parent groups; and
20. The Chief Executive Officer, after consulting the Board Chair, shall have the authority to exceed the level of expenditures that would ordinarily trigger the requirement to also obtain approval of the Board Chair or Board of Directors under Board fiscal policies in order to pay for expenses related to the items contained in this Resolution. However, the cumulative total of such expenses shall not reduce the Charter School's unrestricted reserves lower than the current Board approved level without prior approval of the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of Summit Public Schools on this 19th day of March 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Board Chair  
Summit Public Schools

# **Discussion, Schools Board Tour**

SUMMIT PUBLIC SCHOOLS - CALIFORNIA  
March 19, 2020



## Approval of CA Board School Tours

### Mission

To prepare a diverse student population for success in a four-year college or university and to be thoughtful, contributing members of society. We leverage our work to have a broader impact on public education in America.

### REQUESTED ACTION

Summit staff recommends the Board approve the CA Board School Tours plan, effective beginning 2020-21 school year.

### BACKGROUND / HISTORY

At Summit, we value your commitment and engagement in our vision and mission as board members. We believe that when we collaborate and share leadership with those who have varied and different perspectives, we make stronger decisions. To deepen our shared understanding of what is happening at our schools, we'd like to invite each of you to visit a Summit School.

A draft proposal was provided to the CA Board on Wednesday, March 4, 2020. We have received feedback and suggestions from multiple board members, included in the revised proposal below.

### CURRENT CONTEXT

**Objective:** Board members have the opportunity to understand the basics of the Summit model, and over time, see every school in their region. It is important for board members to connect with members of the Summit community and deepen their understanding of who we are and what we do.

**Frequency:** Once or twice per year. 1 school per visit.

Please note that board member participation is highly encouraged, but not required.

**School Tour Host:** Superintendent Anson Jackson

### Site Visit Format (2.5 hours):

- Morning coffee with school leaders and family representatives (optional)

## BOARD MEMO

- Visit a school that board members are not as familiar with
- Board members may visit as a group, or individually based on travel schedule
- Go over the basics of the Summit model
- Review history, key statistics, and demographics about the specific school site
- Visit 4-5 classes
- Student roundtable
- Teacher discussion (lunch optional)
- Connect with School Leadership Team
- Debrief with Superintendent
- Happy hour with school leaders and family representatives (optional)

### **Proposed Agenda for CA:**

**School:** Summit Prep

**Date:** First Board Meeting of 2020-21 School Year

**Times:** 8:00am to 9:00am (Optional Morning Coffee)

9:00am to 11:30am School Visit

12:00pm to 4:00pm Board Meeting

4:30pm to 6:00pm (Optional Happy Hour)

### **ATTACHMENTS**

None.



# **Board meeting calendar**

**RESOLUTION OF THE BOARD OF DIRECTORS OF SUMMIT PUBLIC  
SCHOOLS CALIFORNIA**

**MARCH 19, 2020**

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**It is hereby resolved that the Summit Public Schools California Board of Directors approves the following annual meeting schedule for the school year 2021:**

<u>Date</u>	<u>Time</u>
October 22, 2020	12-4pm
December 17, 2020	12-4pm
February 11, 2021	12-4pm
April 15, 2021	12-4pm
June 17, 2021	12-4pm

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

\_\_\_\_\_  
Board Signature

AYES, and in favor of: \_\_\_\_\_

NOES, Board members: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**Adjourn Summit  
Public Schools  
Board of Directors**