



# fresno county superintendent of schools

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**To:** Fresno County Board of Education

**From:** Fresno County Superintendent of Schools Charter School Petition Review Committee

**Subject:** Committee Report Regarding the Crescent View West Public Charter School Renewal Charter Petition

**Date:** September 30, 2020

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The Fresno County Superintendent of School's (FCSS) Charter School Petition Review Committee (Charter Committee) has reviewed Crescent View West Public Charter, Inc.'s (CVW) Renewal Charter Petition (Renewal Petition). The purpose of this Committee Report is to provide a detailed discussion of the Charter Committee's review, concerns, and findings related to the Renewal Petition.

## **I. BACKGROUND:**

Lead petitioner Shellie Hanes, Area Superintendent, is applying to the Fresno County Board of Education (FCBE) on behalf of CVW for a renewal of its charter school petition. The Renewal Petition, submitted to the FCBE on August 5, 2020, covers the period from July 1, 2021 through June 30, 2026.

CVW was originally chartered by the FCBE in 2010, and began serving students under FCBE authorization during the 2010-2011 school year. The FCBE renewed CVW's charter for a five-year term in 2011 (2011-2016) and again in 2015 (2016-2021). Site visits were conducted as a part of the petition review on August 19, 2020 (Mendota), September 16, 2020 (Virtual), and September 17, 2020 (Manchester, Clovis, and Sunnyside). Each member of the FCBE has received a copy of the Renewal Petition, and a public hearing was conducted on September 17, 2020.

CVW offers high school diploma programs, job training, and flexible, personalized education for students whose needs generally fall outside the scope of the traditional high school system.

## **II. CHARTER RENEWAL CRITERIA:**

In accordance with Education Code (EC) section 47607, which establishes the criteria for granting charter renewals, the Charter Committee reviewed the CVW Renewal Petition. The Renewal Petition was reviewed against the requirements of EC sections 47605 and 47607.

Education Code section 47607(a) through (e) states:

- (a) (1) A charter may be granted pursuant to Sections 47605, 47605.5, 47605.6, and 47606 for a period not to exceed five years.
- (2) A chartering authority may grant one or more subsequent renewals pursuant to subdivisions (b) and (c) and Section 47607.2. Notwithstanding subdivisions (b) and (c) and Section 47607.2, a chartering authority may deny renewal pursuant to subdivision (e).
- (3) A charter school that, concurrently with its renewal, proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter. A material revision of the provisions of a charter petition may be made only with the approval of the chartering authority. A material revision of a charter is governed by the standards and criteria described in Section 47605.
- (4) The findings of paragraphs (7) and (8) of subdivision (c) of Section 47605 shall not be used to deny a renewal of an existing charter school, but may be used to deny a proposed expansion constituting a material revision. For a material revision, analysis under paragraphs (7) and (8) of subdivision (c) of Section 47605 shall be limited to consideration only of the impact of the proposed material revision.
- (5) The chartering authority may inspect or observe any part of the charter school at any time.
- (b) Renewals and material revisions of charters are governed by the standards and criteria described in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.
- (c) (1) As an additional criterion for determining whether to grant a charter renewal, the chartering authority shall consider the performance of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5.
- (2) (A) The chartering authority shall not deny renewal for a charter school pursuant to this subdivision if either of the following apply for two consecutive years immediately preceding the renewal decision:
- (i) The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels.
- (ii) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each

*respective year, received performance levels that are higher than the state average.*

*(B) Notwithstanding subparagraph (A), if the two consecutive years immediately preceding the renewal decision include the 2019–20 school year, the chartering authority shall not deny renewal for a charter school if either of the following apply for two of the three years immediately preceding the renewal decision:*

*(i) The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels.*

*(ii) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.*

*(C) Notwithstanding subparagraphs (A) and (B), a charter school eligible for technical assistance pursuant to Section 47607.3 shall not qualify for renewal under this paragraph.*

*(D) A charter school that meets the criteria established by this paragraph and subdivision (a) of Section 47607.2 shall not qualify for treatment under this paragraph.*

*(E) The chartering authority that granted the charter may renew a charter pursuant to this paragraph for a period of between five and seven years.*

*(F) A charter that satisfies the criteria in subparagraph (A) or (B) shall only be required to update the petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and as necessary to reflect the current program offered by the charter.*

*(3) For purposes of this section and Section 47607.2, "measurements of academic performance" means indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 that are based on statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, the English Language Proficiency Assessments for California, or any successor system, and the college and career readiness indicator.*

*(4) For purposes of this section and Section 47607.2, "subgroup" means numerically significant pupil subgroups as defined in paragraph (1) of subdivision (a) of Section 52052.*

*(5) To qualify for renewal under clause (i) of subparagraph (A) or (B) of paragraph (2), subparagraph (A) of paragraph (1) or (2) of subdivision (a) of Section 47607.2, or paragraph (3) of subdivision (a) of Section 47607.2, the charter school shall have schoolwide performance levels on at least two measurements of academic performance per year in each of the two consecutive years immediately preceding the renewal decision. To qualify for renewal under clause (ii) of subparagraph (A) or (B) of paragraph (2), subparagraph (B) of paragraph (1) or (2) of subdivision (a) of Section 47607.2, or paragraph (3) of subdivision (a) of Section 47607.2, the charter school shall have performance levels on at least two measurements of academic performance for at least two subgroups. A charter school without sufficient performance levels to meet these criteria shall be considered under subdivision (b) of Section 47607.2.*

*(6) For purposes of this section and Section 47607.2, if the dashboard indicators are not yet available for the most recently completed academic year before renewal, the chartering authority shall consider verifiable data provided by the charter school related to the dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.*

*(7) Paragraph (2) and subdivisions (a) and (b) of Section 47607.2 shall not apply to a charter school that is eligible for alternate methods for calculating the state and local indicators pursuant to subdivision (d) of Section 52064.5. In determining whether to grant a charter renewal for such a charter school, the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. The chartering authority shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered pursuant to this paragraph and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The chartering authority may deny a charter renewal pursuant to this paragraph only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of pupils.*

*(d) (1) At the conclusion of the year immediately preceding the final year of the charter school's term, the charter school authorizer may request, and the department shall provide, the following aggregate data reflecting pupil enrollment patterns at the charter school:*

*(A) The cumulative enrollment for each school year of the charter school's term. For purposes of this chapter, cumulative enrollment is defined as the total number of pupils, disaggregated by race, ethnicity, and pupil subgroups, who enrolled in school at any time during the school year.*

*(B) For each school year of the charter school's term, the percentage of pupils enrolled at any point between the beginning of the school year and census day who were not enrolled at the conclusion of that year, and the average results on the statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, for any such pupils who were enrolled in the charter school the prior school year.*

*(C) For each school year of the charter school's term, the percentage of pupils enrolled the prior school year who were not enrolled as of census day for the school year, except for pupils who completed the grade that is the highest grade served by the charter school, and the average results on the statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, for any such pupils.*

*(2) When determining whether to grant a charter renewal, the chartering authority shall review data provided pursuant to paragraph (1), any data that may be provided to chartering authorities by the department, and any substantiated complaints that the charter school has not complied with subparagraph (J) of paragraph (5) of subdivision (c) of Section 47605 or with subparagraph (J) of paragraph (5) of subdivision (b) of Section 47605.6.*

*(3) As part of its determination of whether to grant a charter renewal based on the criterion established pursuant to subdivision (c) and subdivisions (a) and (b) of Section 47607.2, the chartering authority may make a finding that the charter school is not serving all pupils who wish to attend and, upon making such a finding, specifically identify the evidence supporting the finding.*

*(e) Notwithstanding subdivision (c) and subdivisions (a) and (b) of Section 47607.2, the chartering authority may deny renewal of a charter school upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to subdivision (d). The chartering authority may deny renewal of a charter school under this subdivision only after it has provided at least 30 days' notice to the charter school of the alleged violation and provided the charter school with a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school. The chartering authority may deny renewal only by making either of the following findings:*

*(1) The corrective action proposed by the charter school has been unsuccessful.*

*(2) The violations are sufficiently severe and pervasive as to render a corrective action plan unviable.*



Education Code section 47605 establishes the criteria for reviewing a charter petition. According to EC section 47605:

*(b) No later than 60 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents. Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 90 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension. A petition is deemed received by the governing board of the school district for purposes of commencing the timelines described in this subdivision on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. The governing board of the school district shall publish all staff recommendations, including the recommended findings and, if applicable, the certification from the county superintendent of schools prepared pursuant to paragraph (8) of subdivision (c), regarding the petition at least 15 days before the public hearing at which the governing board of the school district will either grant or deny the charter. At the public hearing at which the governing board of the school district will either grant or deny the charter, petitioners shall have equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings.*

*(c) In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The governing board of the school district shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. The governing board of the school district shall consider the academic needs of the pupils the school proposes to serve. The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:*

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.*
- (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.*
- (3) The petition does not contain the number of signatures required by subdivision (a).*
- (4) The petition does not contain an affirmation of each of the conditions described in subdivision (e).*

(5) The petition does not contain reasonably comprehensive descriptions of all of the following:

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

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

(iii) If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A to G” admissions criteria may be considered to meet college entrance requirements.

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

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

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

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

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

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.

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

(H) Admission policies and procedures, consistent with subdivision (e).

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

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

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

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

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

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

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to



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

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

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

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

*(N) The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.*

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

*(6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.*

*(7) The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding under this paragraph shall detail specific facts and circumstances that analyze and consider the following factors:*

*(A) The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings.*

*(B) Whether the proposed charter school would duplicate a program currently offered within the school district and the existing program has sufficient capacity for the pupils proposed to be served within reasonable proximity to where the charter school intends to locate.*

*(8) The school district is not positioned to absorb the fiscal impact of the proposed charter school. A school district satisfies this paragraph if it has a qualified interim certification pursuant to Section 1240 and the county superintendent of schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the school district having a negative interim certification pursuant to Section 1240, has a negative interim certification pursuant to Section 1240, or is under state receivership. Charter schools proposed in a school district satisfying one of these conditions shall be subject to a rebuttable presumption of denial.*

### **Dashboard Alternative School Status**

As CVW is a Dashboard Alternative School Status charter school, the renewal process is governed by EC 47607(c)(7).

*(7) Paragraph (2) and subdivisions (a) and (b) of Section 47607.2 shall not apply to a charter school that is eligible for alternate methods for calculating the state and local indicators pursuant to subdivision (d) of Section 52064.5. In determining whether to grant a charter renewal for such a charter school, the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. The chartering authority shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered pursuant to this paragraph and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The chartering authority may deny a charter renewal pursuant to this paragraph only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of pupils.*

In addition to the petition review and in accordance with Title 5 of the California Code of Regulations (CCR) section 11966.4(b)(1), consideration regarding past performance of the school's academics, finances, and operation has been used to evaluate the likelihood of the future success of CVW as well as CVW's future plans for improvement. Information regarding CVW's past performance has been collected through statutory data submission and through the regular interaction that has occurred between CVW and FCSS through the current and prior charter terms. Throughout each charter term, FCSS's Educational Services, Business Services, Human Resources, Legal Services, and Support Services have been involved in the annual site visits (EC section 47604.32(b)) and ongoing oversight and support provided to CVW.

Site visits were conducted as a part of the petition review on August 19, 2020 (Mendota), September 16, 2020 (Virtual), and September 17, 2020 (Manchester, Clovis, Sunnyside).

**III. CHARTER PETITION REVIEW COMMITTEE ANALYSIS:** A summary of the Charter Committee's analysis related to the criteria listed above is provided in the following table. The page numbers where supporting information can be found in the Renewal Petition documents are provided for each criterion. Charter Committee comments are provided where needed for clarity.

	Criteria	Committee Comments	Meets Criteria	
			Yes	No
1.	The CVW Renewal Petition provides evidence of a sound education program.	As is noted in the subsections, below, CVW's Renewal Petition contains a complete description of a sound educational program, including application of the Local Control Funding Formula and corresponding Local Control Accountability Plan (LCAP). Provision is made within the Renewal Petition for addressing the academic needs of all students, including but not limited to students at-risk of low achievement, English Learners, and students with disabilities. CVW utilizes a personalized learning approach to meeting the educational needs of students. The target student population consists primarily of students who enroll deficient of grade-level credit requirements. The personalized instructional model includes a supervising teacher who coordinates the instructional program, and specific subject matter teachers that contribute to each student's core instructional program. Additionally, CVW utilizes credentialed teachers to provide small group instruction and targeted intervention. The instructional program operates in an exclusive partnership with Workforce Innovation Opportunity Act (WIOA). The partnership allows students to access employment readiness curriculum and resources. Along with employment readiness and a core instructional program, CVW students are able to explore career pathways through relationships with United Healthcare (healthcare) and UPS (logistics), among others.	X	

	Criteria	Committee Comments	Meets Criteria	
			Yes	No
2.	The petitioners are demonstrably likely to successfully implement the program set forth in the Renewal petition.	<p><u>Leadership</u>                      The CVW leadership team works in a collaborative manner to support students between its four campuses. Shellie Hanes, the lead petitioner, serves as Area Superintendent for CVW and other Learn4Life brand charters. Sarah Luna serves as the Principal of both the Manchester Center and Clovis campuses. Gagendee Gill serves as the Principal at the Sunnyside CVW Campus. Rafael Aguilar serves as the Principal of the Mendota CVW campus. Ide Rodriguez-Tarango serves as Assistant Principal supporting operations at the Clovis CVW campus.</p> <p><u>Academic Achievement</u>                      CVW academic progress demonstrated through state and local assessment, along with adopted local outcomes (graduation, retention, and matriculation) serves as evidence of the benefit of their education program to the population served. Student state and local performance outcomes are located in the renewal petition on pages 10-24.                      See Section IV below</p> <p><u>Fiscal Management:</u>                      CVW has maintained a stable fiscal position up to and throughout the current charter term. Budget projections can be found in Tab T of Binder 2 of the petition. The budget provided in the petition does not reflect deferrals recently announced by the California Department of Education. State deferrals in response to the COVID pandemic were announced after the petition was complete. The committee requested and received revised budget projections to reflect deferrals (Attachment C).</p> <p>The charter committee, per the MOU Required Materials submissions, reviews CVW's annual independent audit. The most recent audit report received was from the 2018-2019 school year.</p>	X	

	Criteria	Committee Comments	Meets Criteria	
			Yes	No
		Audit reports have reported no findings associated with CVW student attendance reporting, record keeping, and fiscal operations. Additionally, as a part of site visits, committee members routinely review student files for Independent Study compliance.		
3.	The Petition contains the number of signatures required by subdivision (a).	This is not required for renewals. California Code of Regulations (CCR) 11966.4(a)(2)(A) states: <i>The signature requirement set forth in Education Code section 47605(a) is not applicable to a petition for renewal.</i>	N/A	
4.	The Renewal Petition contains an affirmation of each of the conditions described in EC section 47605(e)	Signed affirmations can be found on pages 6-9 of the petition. The petition contains all required affirmations.	X	
5.	<b>The Renewal Petition contains reasonably comprehensive descriptions of all of the following Elements:</b>			
	<p>A. (i) The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.</p> <p>(ii) The annual goals for the charter school for all pupils and for each subgroup of pupils</p>	The description of the educational program contains the required components as noted in EC section 47605(c)(5) as well as addresses annual goals and associated actions related to the eight state priorities associated with the Local Control Funding Formula and Common Core State Standards. A comprehensive description of the educational program can be found within the renewal petition on pages 48-112.	X	



	Criteria	Committee Comments	Meets Criteria	
			Yes	No
	<p>identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.</p> <p>(iii) If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A to G" admissions criteria may be considered to meet</p>			

	Criteria	Committee Comments	Meets Criteria	
			Yes	No
	college entrance requirements.			
	B. The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.	Pupil outcomes aligned with the eight state priorities are found in Element B of the renewal petition on pages 113-117. Additionally, as a Dashboard Alternative School Status (DASS) program, the CVW petition includes local metrics agreed upon between the charter and FCSS charter committee.	X	
	C. The method by which pupil progress in meeting those pupil outcomes is to be measured.	Element C of the renewal petition identifies the methods by which pupil progress will be measured. This description includes both the method and frequency of assessment methods. The petition also describes the methods the charter will use to review and respond to assessment data in an effort to meet the educational needs of all students. The petition also states that pursuant to EC 47606.5 CVW will produce a Local Control Accountability Plan,	X	

	Criteria	Committee Comments	Meets Criteria	
			Yes	No
		which shall update the goals and annual actions to achieve the goals in alignment with the State Priorities, on the approved LCAP template. During the COVID pandemic, CVW developed a Learning Continuity and Attendance Plan (LCP). <i>Pages 118-121</i>		
	D. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.	<p>Element D of the petition describes the organization structure, leadership structure, leadership duties, parent involvement, and compliance with the Brown Act. During the site visit, the petitioners reiterated the intentional efforts made to engage students and parents in school decision making. Annually, CVW describes the role of students and parents in the development of their annual Local Control Accountability Plan (LCAP). Governing Board meetings are held at the Manchester (1901 E. Shields Ave., Fresno) campus of CVW with remote access available for participants. Board agendas, minutes, and supporting documents are submitted to the Director of Charter Schools as a part of the MOU Required Documents.</p> <p>The Sole Statutory Member of CVW Inc. is Educational Advancement Corporation (EAC). EAC recruits, appoints, and removes board members to CVW's governing board. In discussion with the petitioner, board members are selected that believe in the mission and vision of CVW and are familiar with operations. <i>Pages 122-127</i></p>	X	
	E. The qualifications to be met by individuals to be employed by the school.	Element E of the petition describes the qualifications to be met by employees of CVW. An organizational chart is included on page 129 of the petition. Staff resumes and copies of teacher credentials can be found in Tab 5 of Binder 1 of the petition. Additional specific requirements for teachers, administration, and other employees are included in the Renewal Petition. CVW contracts with Lifelong Learning Administration Corporation (LLC) for services that contribute to recruitment and identification of qualified staff. In addition to Human	X	

	Criteria	Committee Comments	Meets Criteria	
			Yes	No
		Resources, LLC provides support to the CVW governing board and school leaders in the areas of finance, facilities, school development, staff professional development, educational program development, and student services. More specific descriptions of services CVW receives in its contract with LLC is discussed throughout the petition. A copy of the contract between CVW and LLC can be found in Exhibit W of the petition submission. <i>Pages 128-172</i>		
	F. The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following: (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.  (ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.  (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.	Element F of the renewal petition includes detailed procedures for maintaining a safe and healthy environment for pupils and staff. <i>Pages 173-178</i>	X	
	G. The means by which the charter school will achieve a balance of racial and ethnic pupils,	The petition describes a student recruitment strategy that attempts to achieve a balance in student demographics reflective of students residing within the territorial jurisdiction of Fresno	X	

	Criteria	Committee Comments	Meets Criteria	
			Yes	No
	special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.	County and the districts within which CVW campuses are located. CVW student demographics are generally proportional to districts they serve. <i>Pages 179-181</i>		
	H. Admission requirements, if applicable.	Element H of the renewal petition describes CVW's non-discrimination statutes, open enrollment process, admission and enrollment procedures, and public random lottery process should it become necessary. <i>Pages 182-184</i>	X	
	I. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.	Element I of the renewal petition describes the process CVW applies for conducting a financial audit annually. The petition describes the qualifications of the auditor and the timeline for completing and submitting the audit report to the County Superintendent.  CVW submits copies of completed internal audits to the County Superintendent's office each year. <i>Page 185</i>	X	
	J. The procedures by which pupils can be suspended or expelled.	Element J of the renewal petition describes the procedures by which pupils can be suspended or expelled from CVW for disciplinary reasons or otherwise involuntarily removed from CVW for any reason as required by EC 47605(c)(5)(J). <i>Pages 186-207</i>	X	
	K. The manner by which staff members of the charter schools will be covered by the State	Element K of the renewal petition describes the manner by which staff members of the charter school will be covered by the State teachers'	X	



	Criteria	Committee Comments	Meets Criteria	
			Yes	No
	Teachers' Retirement System (STRS), the Public Employees' Retirement System (PERS), or federal social security.	Retirement System, the Public Employees Retirement System, or federal social security.  Based on Element K of the petition, all employees at CVW participate in the federal social security system. Additionally, CVW offers a 403(b) Retirement Savings Plan. CVW does not offer PERS or STRS benefits to employees. CVW informs all applicants for positions within CVW of the Retirement Savings Plan options for employees of CVW. The Area Superintendent or designee is responsible for ensuring that mandatory deductions and contributions are made for all employees. <i>Page 208</i>		
L.	The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.	Element L of the renewal petition describes public school attendance alternatives for students residing within the school district who choose not to attend the charter school. <i>Page 209</i>	X	
M.	A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.	Element M of the renewal petition states that no employee of the County Superintendent or school district shall be required to work at CVW. Additionally, employees who leave the County Superintendent's office or a district to work for CVS have no guaranteed return rights to the County Superintendent's office or school district. <i>Page 210</i>	X	
N.	The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.	The renewal petition describes the procedures to be followed by the charter school and charter authorizer to resolve disputes relating to the provisions of the charter. <i>Pages 211-212</i>	X	
O.	A description of the procedures to be used if the charter school closes. The procedures shall	The petition includes a description of the procedures to be used if the charter school closes. <i>Pages 213-214</i>	X	

	Criteria	Committee Comments	Meets Criteria	
			Yes	No
	ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.			
6.	A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.	The petition includes a signed affirmation that Crescent View West Public Charter, Inc. declares that it shall be deemed the exclusive public school employer of the employees of CVWPCS for the purposes of the Educational Employment Relations Act. <i>Page 6 of the petition</i>	X	
7.	Has met academic performance requirements specified in EC section 47607(c)(7).	In considering the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, and the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served, the charter review team has determined that the academic performance of the charter school meets the requirement for renewal. <i>See Section IV Below</i>	X	

#### IV. CHARTER SCHOOL ENROLLMENT AND ACADEMIC PERFORMANCE

##### CHARTER SCHOOL ENROLLMENT (CALPADS Census Data)

	<b>Crescent View West 17-18</b>	<b>Crescent View West 18-19</b>	<b>Crescent View West 19-20</b>	<b>Fresno USD 19-20</b>	<b>Clovis USD 19-20</b>	<b>Mendota USD 19-20</b>
<b>Total Enrollment</b>	1,518	1,600	1,720	73,381	43,654	73,455
<b>% SED</b>	88.7%	88.1%	(90%)	87.8%	44.4%	88.10%
<b>% EL</b>	11.2%	13.3%	16.8%	17.9%	4.5%	20.2%
<b>% SWD</b>	9.9%	11.4%	11.6%	11.3%	8.2%	10.26%

SED-Socio-economically Disadvantaged

EL-English Learner

SWD-Students with Disabilities

<b>Academic Year</b>	<b>Total</b>	<b>African American</b>	<b>Asian</b>	<b>Hispanic or Latino</b>	<b>White</b>	<b>Two or More Races</b>	<b>Not Reported</b>
<b>2019-20</b>	1,720	6.5%	2.2%	68.4%	17%	2.9%	1.9%
<b>2018-19</b>	1,600	5.8%	2.3%	66.9%	17.3%	3.1%	3.3%
<b>2017-18</b>	1,518	5.9%	2.7%	69.4%	16.1%	3.4%	0.9%
<b>2016-17</b>	927	5.2%	2.0%	73.2%	13.8%	2.4%	0.2%

##### STUDENT ACADEMIC PERFORMANCE AND CHARTER OUTCOMES

###### English-Language Arts-SBAC-Percent of Students that Meet/Exceed Standard

<b>SBAC Grade 11</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Schoolwide</b>	<b>15.00%</b>	<b>16.48%</b>	<b>17.41%</b>	<b>32.36%</b>
Socio-Economically Disadvantaged	13%	16.36%	17.45%	30.47%
Students with Disabilities	NA	NA	4.36%	11.90%
English Learners	0%	0%	0%	7.69%
Reclassified Fluent English Proficient (RFEP)	19%	14.64%	15.19%	34.34%
Ever-ELs	NA	9.67%	10.72%	26.81%
Black or African American	NA	NA	12.0%	32.14%
Hispanic or Latino	14%	15.75%	15.29%	29.70%
White	20%	15.79%	26.53%	43.75%

CVW student outcomes for the Grade 11 SBAC ELA exam increased consistently over the current charter term. Scores increased significantly between the 2018 and 2019 test administrations.

**Math-SBAC-Percent of Students that Meet/Exceed Standard**

<b>SBAC Grade 11</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Schoolwide</b>	<b>0%</b>	<b>0%</b>	<b>1.93%</b>	<b>2.70%</b>
Socio-Economically Disadvantaged	0%	0%	1.87%	2.79%
Students with Disabilities	NA	NA	4.35%	11.90%
English Learners	0%	0%	0%	0%
Reclassified Fluent English Proficient (RFEP)	0%	0%	2.53%	2.02%
Ever ELs	NA	0%	1.79%	1.45%
Black or African American	NA	NA	0%	10.71%
Hispanic or Latino	0%	0%	1.18%	1.14%
White	0%	0%	6.0%	6.33%

CVW student outcomes for the Grade 11 SBAC Mathematics exam increased slightly between the 2017 to 2019 test administrations. Student outcomes for Students with Disabilities and Black/African-American students increased significantly between the 2018 and 2019 test administrations.

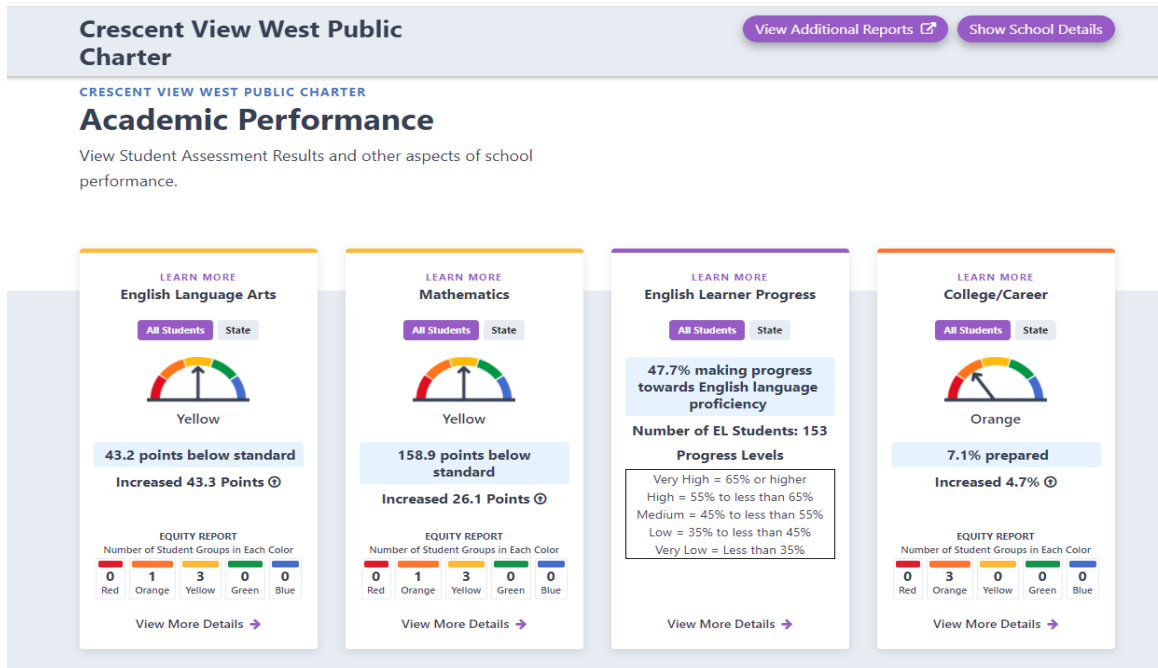
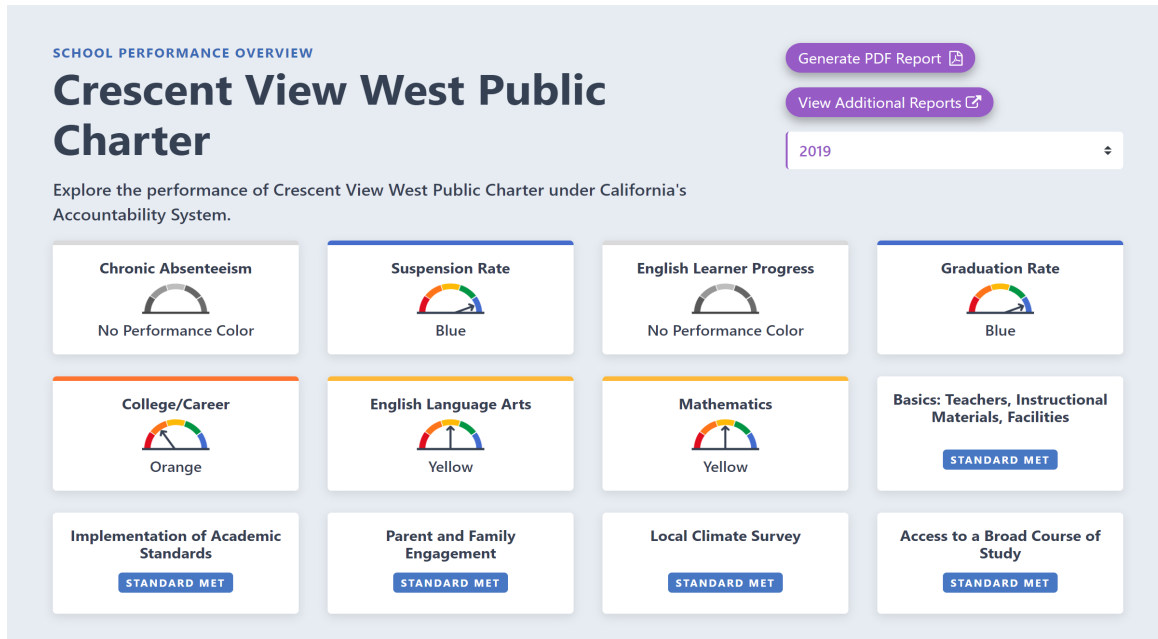
**English-Language Arts-SBAC-Percent of Students that Meet/Exceed Standard  
 Similar Schools Comparison**

<b>SBAC Grade 11</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Crescent View West</b>	<b>15.00%</b>	<b>16.48%</b>	<b>17.41%</b>	<b>32.36%</b>
Gateway Continuation	10%	23%	27.4%	31.9%
DeWolf Continuation	NA	NA	0%	1.72%
Kings River High	0%	0%	3.13%	4.88%
Pershing Continuation	0%	0%	0%	0%
Cambridge Continuation	0%	0%	0%	0%

**Mathematics-SBAC-Percent of Students that Meet/Exceed Standard  
 Similar Schools Comparison**

<b>SBAC Grade 11</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Crescent View West</b>	<b>0%</b>	<b>0%</b>	<b>1.93%</b>	<b>2.70%</b>
Gateway Continuation	1%	0.99%	0%	4.29%
DeWolf Continuation	NA	NA	0%	1.72%
Kings River High	0%	0%	3.13%	4.88%
Pershing Continuation	0%	0%	0%	0%
Cambridge Continuation	0%	0%	0%	0%

## 2019 California Accountability Dashboard



Based on the 2019 California Accountability Dashboard, CVW increased their average ELA performance by 43.3 points from 2018. CVW increased their average Mathematics



performance by 26.1 points from 2018. The ELA and Mathematics indicator moved from Red to Yellow between 2018 and 2019.

**Graduation Rate\***

	<b>2018</b>	<b>2019</b>
Schoolwide	67.7%	88.7%
African-American	64.7%	93.3%
Asian	61.5%	*
Hispanic or Latino	67%	90%
White	74.1%	85%
Two or More Races	63.6%	*

**\*California Accountability Dashboard**

The graduation rate of DASS public schools reported on the California Accountability Dashboard is calculated by dividing the number of Grade 12 students who complete their high school diploma by the number of Grade 12 students enrolled. The CDE implemented this calculation for DASS schools during the 2017-2018 school year as DASS schools did not receive a dashboard in 2016. This calculation differs from the 4-Year Cohort graduation rate calculated on CDE's DataQuest portal.

**V. CHARTER PETITION REVIEW COMMITTEE FINDINGS**

The Charter Committee performed an extensive review of the CVW petition and supporting documents, audit reports, the California Accountability Dashboard, and CDE's DataQuest reporting system. A Public Hearing before the FCBE on the provisions of the CVW charter petition renewal was conducted on Thursday, September 17, 2020. Subsequent to the testimony in the public hearing, the committee scheduled an additional conversation with CVW on Monday, September 21, 2020 to review the concerns raised by Clare Crawford of *In the Public Interest*.

Additional documents reviewed include a CVW staff roster (FCSS Attachment 'A'), CVW updated budget projections (FCSS Attachment 'B'), the Evaluation of Reasonableness of Education and Administrative Services Fees between CVW and LLA (FCSS Attachment 'C'), the response from CVW to FCSS in reply to Ms. Crawford's public hearing testimony (Attachment 'D') and CVW's Learning and Continuity Plan. Based on the provisions of EC 47607(e), Governance and Fiscal considerations can only be grounds to deny a charter renewal if there is prior notice and an opportunity to cure the governance or fiscal concern, which has not occurred in this case. Further analysis and intervention, if deemed necessary, may occur at any time during a charter's term.

The Charter Committee has determined that the Renewal Petition meets the Education Code and California Code of Regulations requirements for charter renewal and recommends that the Fresno County Board of Education **approve** Crescent View West Public Charter, Inc.'s Petition renewal for a five-year period.

# FCSS Attachment 'A'

## CVW - Teacher List

Employee_Name	Position	Area of Instruction
BENNETT, DENINE M	Art Teacher	Art
DEBBAS, BRIANNE J	Literacy Teacher	Literacy
SIMS, SHELLY R	Literacy Teacher	Literacy
MENDOZA-LOOZA, CARLOS	Paraprofessional	Special Education
STAVROPOULOS, ALEXANDRA M	Paraprofessional	Paraprofessional
CISNEROS, BRENDA E	Small Group Instructor	Mathematics
LARIMER, JERIANN	Special Education Program Specialist	Special Education - Mild/Moderate
ARREGUIN, PAMELA	Special Education Teacher	Special Education
BORJAS, ROSALIE M	Special Education Teacher	Special Education
ELDRED, GERIANNE M	Special Education Teacher	Special Education
ENSALACO, NICOLE L	Special Education Teacher	Special Education
GARCIA, VENISSIA	Special Education Teacher	Special Education
HAY, SUE	Special Education Teacher	Special Education
MASON, RICHARD T	Special Education Teacher	Special Education
MITCHELL, SHERYL L	Special Education Teacher	Special Education
RAYMUNDO, CHRISTA L	Special Education Teacher	Special Education
ROSANDICH, ANGELA M	Special Education Teacher	Special Education
SERRATO, JEFFREY D	Special Education Teacher	Mathematics
VANG, TOU F	Special Education Teacher	Mathematics
ZUBIRI, JACOB R	Special Education Teacher	Special Education
ADANALIAN, ZOVIG	Teacher	English
ALVARADO, ANDRIA J	Teacher	Mathematics
ARNDT, HEATHER L	Teacher	Science
BRICE, RHONDA	Teacher	Electives
BUDZIK, DAVID	Teacher	Social Science
CID, JOSEFINA	Teacher	Spanish
CORDES, ANNA B	Teacher	Science
CULVER, CHRISTOPHER D	Teacher	English
DIEDRICH, TALITHIA R	Teacher	Mathematics
DRILLING, RICHARD	Teacher	Social Science
DUMRAUF, ROBERT	Teacher	Mathematics
GONZALEZ, DIANA G	Teacher	English
GREENLAW, KIRSTEN E	Teacher	Social Science
HALL, AUSTIN	Teacher	English
HARRIS, DAMEON M	Teacher	Mathematics
HERMANN, BRAD M	Teacher	Mathematics
HILL, BRYNN	Teacher	Science
HOLEMAN, TARA L	Teacher	Art
JONES, ALEXANDRA M	Teacher	English
KANTOR, ZACCARIAH P	Teacher	Social Science
KIRBY, TYLER E	Teacher	Social Science
LEONG, GINA H	Teacher	Mathematics
LEWIS, JOSEPH W	Teacher	Mathematics
LIEVRE, MATTHEW	Teacher	English
LUNA, DANIEL J	Teacher	English
MARES-RODRIGUEZ, KARINA M	Teacher	Mathematics
MARTIN, AMY	Teacher	Mathematics
MILES, CHRISTOPHER R	Teacher	Science
MITCHELL, ANDREW T	Teacher	English
MO, KEO	Teacher	Mathematics
MONTELEONE, NICOLE R	Teacher	Science
MOUA, MAI	Teacher	English, Mathematics, Social Science
NEGRETE, LISA D	Teacher	Social Science
RASMUSSEN, ROBBI A	Teacher	Science
REYNA, SUSANA	Teacher	English
RIGBY, BRENDA SUE	Teacher	Science
ROS, CHHIV L	Teacher	English

## CVW - Teacher List

<b>Employee_Name</b>	<b>Position</b>	<b>Area of Instruction</b>
SEMPER, MELANIE L	Teacher	Science
SERVANTES, LUKE P	Teacher	Social Science
SHARKEY, PETER M	Teacher	Mathematics
SIMMONS, GARY	Teacher	English, Mathematics, Science, Social Science
SIMS, VICKY J	Teacher	Science
STERNIERI, DAWN	Teacher	Science
TACCHINO, KENDALL J	Teacher	Social Science
TARANGO, ENRIQUE F	Teacher	Social Science
TESSLER, BRIAN M	Teacher	Science
TRAN, THAN T	Teacher	Mathematics
TREBISKY, KELLY P	Teacher	Mathematics
VIDRIO, LAUREN P	Teacher	Social Science
WANI, JENIFER	Teacher	English
WOSKOSKI, KRYSTAL J	Teacher	English
LONG, AMBER	Substitute Teacher	All
CHANG, BAO	Tutor	All
DEPEW, GABRIELLA	Tutor	All
HIGNOJOZ, BREANNE L	Tutor	All
REDWINE, BRITTANY M	Tutor	All
ROS, NGUYEN T	Tutor	All
VANG, CATHERINE M	Tutor	All

# FCSS Attachment 'B'

20-21 Original Budget - Cash Flow - CVW

2020-2021

CVW - Cash Flow

REVENUE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YE Accruals	TOTAL
BEGINNING BALANCE	1,916,726.00													
Principal Apportionments - 8010-8019														
8011 - GP/Principal Apportionment		940,434.00	940,434.00	1,692,781.00	1,692,781.00	1,692,781.00	1,692,781.00	1,692,781.00	934,353.00	934,353.00			3,593,402.00	15,806,881.00
8012 - EPA				873,145.00			873,145.00			664,869.00			826,765.00	3,237,924.00
Subtotal	-	940,434.00	940,434.00	2,565,926.00	1,692,781.00	1,692,781.00	2,565,926.00	1,692,781.00	934,353.00	1,599,222.00	-	-	4,420,167.00	19,044,805.00
Property Tax - 8020-8079														
8096 - IN LIEU													1,369,866.00	1,369,866.00
Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	1,369,866.00	1,369,866.00
Federal Revenue - 8100-8299														
8181 - Federal IDEA - SPED													219,425.00	219,425.00
8290 - Other Federal Revenue													-	-
Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	219,425.00	219,425.00
Other State Revenue - 8300-8599														
8311 - SPED State		48,061.00	48,061.00	86,509.00	86,509.00	86,509.00	86,509.00	86,509.00	65,350.00	65,350.00			241,072.00	900,439.00
8550 - Mandated Cost Reimbursement						86,754.00							-	86,754.00
8560 - State Lottery							84,363.00			84,363.00			168,726.00	337,452.00
8590 - Other State													-	-
Subtotal	-	48,061.00	48,061.00	86,509.00	86,509.00	173,263.00	170,872.00	86,509.00	65,350.00	149,713.00	-	-	409,798.00	1,324,645.00
Other Local Revenue - 8600-8799														
8660 - Interest													-	-
8699 - All Other Local Revenue													-	-
8781 - All Other Transfers from CS													-	-
Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL REVENUE</b>	-	988,495.00	988,495.00	2,652,435.00	1,779,290.00	1,866,044.00	2,736,798.00	1,779,290.00	999,703.00	1,748,935.00	-	-	6,419,256.00	21,958,741.00
<b>EXPENSES</b>														
Days	31	31	30	31	30	31	31	28	31	30	31	30		365
Expense														0.32
Certificated Salaries	598,417.00	598,417.00	598,416.00	598,417.00	598,417.00	598,416.00	598,417.00	598,417.00	598,416.00	598,417.00	598,417.00	598,416.00	-	7,181,000.00
Classified Salaries	188,417.00	188,416.00	188,417.00	188,417.00	188,416.00	188,417.00	188,417.00	188,416.00	188,417.00	188,417.00	188,416.00	188,417.00	-	2,261,000.00
Benefits	190,783.00	190,783.00	190,783.00	347,181.00	190,783.00	190,783.00	347,182.00	190,783.00	190,783.00	347,181.00	190,783.00	190,783.00	156,399.00	2,914,990.00
Books and Supplies	135,189.00	135,188.00	135,188.00	135,189.00	135,188.00	135,188.00	135,189.00	135,188.00	135,188.00	135,189.00	135,188.00	135,188.00	-	1,622,260.00
Services & Operating Expense	566,139.00	566,139.00	566,139.00	566,139.00	566,139.00	566,139.00	566,138.00	566,139.00	566,139.00	566,139.00	566,139.00	566,139.00	-	6,793,667.00
Capital Outlay														259,750.00
Other Outgo	-	-	-	-	-	11,402.00	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	204,150.00	226,952.00
<b>TOTAL EXPENSES</b>	1,678,945.00	1,678,943.00	1,678,943.00	1,835,343.00	1,678,943.00	1,690,345.00	1,837,243.00	1,680,843.00	1,680,843.00	1,837,243.00	1,680,843.00	1,680,843.00	360,549.00	21,259,619.00
Excess of Revenue Over Expense	(1,678,945.00)	(690,448.00)	(690,448.00)	817,092.00	100,347.00	175,699.00	899,555.00	98,447.00	(681,140.00)	(88,308.00)	(1,680,843.00)	(1,680,843.00)	6,058,707.00	699,122.00
<b>OTHER INFLOWS</b>														
Accts Receivable	1,251,445.00	4,729,069.00	-	134,979.00	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
S/T LOAN FROM	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Other Inflows</b>	1,251,445.00	4,729,069.00	-	134,979.00	-	-	-	-	-	-	-	-	-	-
<b>OTHER OUTFLOWS</b>														
Accts Payable	382,839.00	-	1,291,800.00	-	-	-	-	-	-	-	-	-	-	-
S/T LOAN TO	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Other Outflows</b>	382,839.00	-	1,291,800.00	-	-	-	-	-	-	-	-	-	-	-
<b>CASH BALANCE</b>	1,106,387.00	5,145,008.00	3,162,760.00	4,114,831.00	4,215,178.00	4,390,877.00	5,290,432.00	5,388,879.00	4,707,739.00	4,619,431.00	2,938,588.00	1,257,745.00	7,316,452.00	



# FCSS Attachment 'C'

*Phone:* (424) 239-3404

*Fax:* (424) 239-3392

*Email:* [gbordo@blankrome.com](mailto:gbordo@blankrome.com)

September 23, 2020

Board of Directors  
Crescent View West Public Charter 1901  
E. Shields Avenue Street, R105  
Fresno, CA 93726

Re: Evaluation of Reasonableness of Education and Administrative Services Fees.

Dear Directors:

As you know, Crescent View West Public Charter School (“CVW”) currently contracts for educational services from Scholastic Educational Resources (“SER”) and for administrative services from Sequoia Administrative Resources (“SAR”). In exchange for the administrative services provided by SAR, CVW pays 5% of its revenue collected from most sources. In exchange for the educational services provided by SER, CVW pays 10% of its revenue collected from most sources.

Since late 2015 and continuing to the present, we have monitored the fees charged to charter schools by educational and administrative services providers throughout the country in order to provide assurances that the fees paid to SAR and SER are consistent with or less than those charged by similar providers in the marketplace.

As a threshold matter, it's useful to bear in mind why many charter schools use outside vendors for educational and administrative services. When multiple separate schools operate within a network, the costs of each school employing its own full-time administrative employees (for *e.g.*, accounts receivable, accounts payable, human resources, facilities management, etc.) can be prohibitively inefficient. By using an outside vendor, the schools are essentially sharing these administrative costs. Moreover, the vendor is able to coordinate the purchasing of supplies, employee benefits and other aspects of required infrastructure in “bulk” reducing the costs for each individual school. With respect to educational services, the same economies of scale are achieved (bulk curriculum purchase, for. *e.g.*) while at the same time ensuring educational consistency in quality and delivery across the network. This can also lead to better services for lower costs, all of which inures to the financial benefit of the schools.

In order to generate a reliable analysis and conclusion, we have reviewed a tremendous amount of data, nearly 3000 pages of information, informing us of the fees charged by other providers, the terms of the contracts between the providers and their charter school clients and the scopes of services provided.

It is important to acknowledge that the comparisons are never, by their nature, exact. For example, the language describing the types of services provided varies from agreement to agreement. However, the nature of the industry is such that various conclusions can be reached about the differences in scopes of services and related pricing from vendor to vendor that are sufficient for us to render an opinion to CVW that the fees paid to SAR and SER are reasonable and in line with the broader marketplace.

The information reviewed by us includes, without limitation, the following:

- Educational and administrative agreements available from public records including agreements submitted to charter boards for approval in those jurisdictions where board meetings and the materials discussed thereat are open to the public.
- SB740 funding determination filings. As you know, independent study programs in California receive funding under a rather unique regime of regulations and processes. These include regular submissions of financial forms stating how the schools spend their funds in order to meet certain criteria to qualify for ongoing funding. These forms include disclosures of relationships with services providers and the fees paid for the services. These financial submissions are available for public review.
- Charter schools in California from time to time find themselves subject to audit. On some occasions these audits are performed by California's Fiscal Crisis Management & Assistance Team ("FCMAT"). Upon completion of audits, FCMAT publishes its audit reports which become publicly available and which sometimes contain information regarding the fees paid by the audited schools for educational and administrative services.
- Finally, we have, for 30 years, worked with charter schools and charter management companies and have regularly assisted them in the negotiation and drafting of services agreements. We, therefore, have substantial anecdotal information regarding the fees charged by educational and administrative services providers and the scopes of services provided.

Attached hereto as Attachment “A” is a summary of the services provided by SAR and SER to CVW. We used this summary to provide a baseline of the scopes of SAR and SER services for comparisons with other educational and administrative services providers.

The following is a historical summary of the market analyses performed for schools within the Learn4Life Network including schools operated by Crescent View West Public Charter, Inc., the parent corporation of CVW.

## 2015

- Reviewed 37 SB 740 Funding Determination filings.
- Reviewed multiple charter management organization and back office service provider websites and agreements.

## January 2017

- Added reviews of services agreements for four (4) large charter management organizations.
- Reviewed scopes of services provided and fees charged by 8 County Offices of Education providing administrative services to schools.

## December 2017

- Further supplementation of analysis by reviewing similar information but added more micro-assessment of the sizes of the charter schools using such services to better refine our understanding of actual costs for services.

## January 2020

- Updated review to include analysis of scopes of services and fees charged nationally and locally by charter management organizations and educational management organizations.
- Identified with greater precision California independent study charter schools using vendors for administrative and educational services.
- Updated analysis to take into account the nature of the Learn4Life educational

model and the necessary educational and administrative support for its unique programming. For example, to address the needs to Learn4Life's at-risk student population a variety of educational programming and related administrative support is needed in the areas of trauma, community support partnerships, intervention support, and job training. While very few other vendors in the marketplace provide support and services in these areas to the charter schools they serve, SAR and SER do so, while charging comparable or lower fees than those charged by other vendors whose services are more limited in scope and are not as effectively tailored to the Learn4Life educational model.

- Updated analysis based upon information available from:
  - 18 schools using outside vendors for administrative and educational services.
  - 4 County Offices of Education providing back-office services.
  - 4 public school districts providing back-offices services.
  - Review of recent FCMAT audit reports containing discussions of the audited schools' uses of outside vendors for administrative and educational services.
  - Other more recent publicly available information and adjusted analysis to incorporate reputation and longevity of vendors to ensure robust and reliable comparability.

Attached hereto is a comparative summary of the most comparable vendors, a listing of the key services provided by each and the fees charged. As you can see, not only is the combined fee of SAR and SER consistent with fees charged by the other listed providers but, also, the services provided by SAR and SER are more comprehensive.

We look forward to discussing the foregoing and any questions the board members may have at the upcoming board meeting.

Very truly yours,

*Gregory M. Bordo*  
Gregory M. Bordo

## ATTACHMENT "A"



## **SAR Administrative Support Services – 5%**

Administrative services that will maximize the performance and operational efficiency of **Charter School**

### **1. General Administrative Services.**

As described below and also include offsite services, web-based systems to provide support and services and also provide an annual reports indicating the services **SAR** has provided to **Charter School**

### **2. Public Relations and IP.**

**SAR** shall provide public relations services to advance the shared mission, use of Learn4Life marks or other L4L intellectual property, consultation with the **Charter School**, **SAR** shall act as **Charter School's** representative on all matters relating to public relations and public information, including, without limitation, preparing press releases on topics relating to the shared mission of **SAR** and **CharterSchool**.

### **3. Financial Services (Accounting, Bookkeeping, Payroll, Procurement, and other Financial Functions).**

**The Charter School** shall retain sole control over decision-making, expenditures, tax reporting and all other financial matters as it is not the intent of this Agreement that such responsibility be delegated to **SAR**. **SAR** shall provide the financial services listed below to **Charter School**;

- Preparation and submission of financial reports including all required **State** financial reporting including but not limited to annual audited financial reports, annual budgets, 1<sup>st</sup> and 2<sup>nd</sup> Interims, unaudited actual reportings, P1 and P2 reportings, non-classroom based funding determinations when applicable, annual LCAP spending reporting and monthly financial statements to **Charter School**;
  - Coordination and processing of payments of Charter School's expenditures;
  - Advice and monitoring regarding management of cash balances to cover **Charter School's** payroll and payments to vendors;
  - Coordination of and payment of **Charter School's Board** stipends as described in Section 5 below;
  - Coordination and processing of **Charter School's** payroll and tax reporting and other filings in accordance with the specific directives, procedures and guidelines as designated and updated from time to time by **Charter School** personnel;
  - Coordination of and other assistance with the annual independent audit of **Charter School's** financial statements. The cost of the audit will be the sole expense of **Charter School**;
  - Assistance with Western Association of Schools and Colleges (WASC) financial reviews, when applicable;
-

- Coordination and management of all equipment leasing;
- Advice and monitoring regarding spending and general administration of grant funding in compliance with specific terms and conditions of said grants and participation in any audits related thereto; and
- Advice and recommendations regarding acquisition and management of external financing as needed.

#### **4. Facilities.**

**SAR** shall assist **Charter School** with the following tasks and in locating, identifying and acquiring (through lease or purchase) learning centers and other required space for **Charter School**, including without limitation, coordination of construction and planning associated with the development or redevelopment of learning centers and other facilities:

**SAR** will coordinate with all city or local ordinances for the health and safety of **Charter School** staff and students; and

**SAR** will assist in meeting the state and local safety standards during initial acquisition and will provide assistance to **Charter School's** safety and security of each **Charter School** facility. **SAR** will assist in the negotiation of all new and renewal facility leases.

#### **5. Board Facilitation.**

**SAR** shall assist with the scheduling of and documentation of meetings of the **Board**, including, at the direction of **Charter School**, the preparation of meeting agendas and minutes. At the request of **Charter School**, **SAR** will coordinate annual **Board** member training to include training in **Charter School** protocols, best practices and legal updates. All training will be for the purpose of supporting **Charter School's** educational mission and other related official school business.

#### **6. Strategic Planning and Implementation.**

**SAR** will assist **Charter School** in the development of key long term goals for **Charter School** in meeting its academic, funding, reporting, accountability, growth requirements and in analyzing the political and legislative educational climate. **SAR** will assist in setting priorities, focusing resources, strengthening operations, insuring that employees at all levels are working toward common goals, establishing consensus around intended results, and assessing and adjusting the organizational direction in response to its changing environment.

#### **7. Charter School Policies.**

**SAR** may make reasonable recommendations to **Charter School** concerning its calendar, policies, rules, regulations, procedures, personnel, and budget, as appropriate and consistent with the shared mission of the **Parties** as set forth in the above recitals. For the avoidance of doubt, **Charter School** retains sole and complete control over the foregoing policies.

#### **8. Human Capital.**

- **SAR** shall assist in recruiting, screening and recommending certificated and non-certificated individuals for employment by **Charter School**;
  - **SAR** shall also provide pre-employment screening services, verify, check and monitor credentials for certificated staff;
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- **SAR** shall coordinate and administer health, life and retirement benefits for **Charter School** employees, including certificated and non-certificated staff. **Charter School** shall be solely responsible for the costs of these benefits;
- **SAR** will develop and provide new hire employee orientation, training; onboarding (at the time of hiring) and off-boarding (upon termination). **SAR** will also provide all required **State** and federal mandated training to applicable **Charter School** employees. **SAR** and **Charter School** shall comply with all applicable federal and **State** laws, concerning employee welfare, safety and health;
- **SAR** will administer and track leave of absence benefits and monitor employee work related injuries;
- **SAR** will support **Charter School** with its **Authorizer's** annual oversight visit.
- **SAR** shall assist **Charter School** in securing and maintaining insurance policies selected by **Charter School** which shall be in the amounts that are no less than the minimum levels required by **Charter School**, applicable law or both. Liability, casualty, and property insurance for any facility leased directly and/or managed by **Charter School** and any capital equipment or furniture leased directly and/or managed by **Charter School**, as well as Directors and Officer's Insurance in the amount required by **Charter School** or the **Authorizer**. All premiums and costs will be the responsibility of **Charter School**.

#### **9. Files and Records.**

At the request of **Charter School**, **SAR** shall maintain temporary custody (for the joint benefit of **Charter School** and **SAR** of all files and records relating to the Services. In addition, at the request of **Charter School** and in order to ensure that such files and records are maintained in a secure environment, **SAR** may maintain temporary custody of **Charter School's** personnel files. **SAR** acknowledges that all records, data, communications, and other property of **Charter School**, shall remain the property of **Charter School** and **SAR** agrees to return any such material to **Charter School** immediately upon request or the termination of this **Agreement**.

#### **10. Operations Support**

**SAR** will provide assistance to **Charter School** as requested by **Charter School** relating to operational services including without limitation: human capital, facilities, financial matters, and (as appropriate) legal representation. It shall be the responsibility of **Charter School** to recommend to **SAR** any actions deemed necessary or advisable with respect to operations support. All decisions and directives regarding same shall be the responsibility of the **Charter School**.

#### **11. Reporting Requirements to the Board.**

**SAR** shall, upon request, provide to the **Board** an annual "year-end report" regarding its activities undertaken pursuant to this agreement and shall otherwise report to the **Board** more frequently upon request by the **Board**.

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## **SER Educational Program: 10%**

**SER** will provide services to **Charter School** as necessary to assist **Charter School** with the development and implementation of **Charter School**'s educational model **SER**'s services will assist **Charter School** in effectuating any necessary changes in the educational program, recognizing that the essential principles of **Charter School**'s educational program is its flexibility, adaptability and capacity to change in the interests of continuous improvement of efficiency, provided that such changes shall be consistent with the Mission and Purpose of **Charter School**.

### **A. Professional Development:**

**SER** will provide resources for use by **Charter School** staff to enhance their effectiveness to meet and exceed the educational standard established by the State of California or otherwise required by **Charter School**.

### **B. Testing and Assessments:**

**SER** will assist **Charter School** in the administration of all **State** required testing and other **State** mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State of California's standardize test or other **State** mandated testing.

### **C. Student Records Support:**

**SER** will provide assistance to **Charter School** regarding maintenance of **Charter School**'s **Student Records** including digitization of permanent records in accordance with state, local and federal requirements.

### **D. Technology:**

**SER** will provide a comprehensive Computer Technology and IT infrastructure solution to **Charter School** learning centers, office space and employees which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services including providing support services to local IT technicians and overseeing school level technicians and other related support positions. In addition to the Service Fee (defined hereinafter), **Charter School** shall pay to **SER** all technology costs.

### **E. Services to Special Needs Students:**

**SER** will assist **Charter School** in the development of Special Education, English Language Learner, School Counseling, Student Retention Support, and Student Mentor Protocols. All service provider costs will be the sole responsibility of **Charter School**; and will provide consultative support to the operations of Student Services. **SER** will develop and oversee the academic counseling student support and other related services to the **Charter School** students.

### **F. Instructional Materials:**

**SER** shall assist in developing curriculum and coordinate the purchase of the curriculum and instructional materials to be used by **Charter School** in order to offer rigorous and relevant curricula for the purpose of allowing students to progress as quickly as their capabilities will allow. Materials shall be designed in a language and format that are readily accessible, and students will be allowed to complete course work at their own pace, as the program will be formulated based on an initial assessment of the student's skill

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levels in reading, math and other core courses. **Charter School** will be responsible for all curriculum and instructional material costs. **SER** shall retain all ownership and copyrights to any curricular material created by **SER** for the use by **Charter School**.

**G. Marketing/Branding/Student Outreach:**

**SER** will provide **Charter School** the design of all branded materials, including promo items, website design, collateral, wearables, print assets including tri-fold brochures, rack cards, newsletters, event fliers, graduation programs, and more. **SER** will establish brand and communication strategies across all channels and promote the brand. **SER** will maintain the **Charter School** public website that will contain any information required by **Charter School** and applicable state law. **SER** will review and provide a report of all social media properties, which may include Facebook, Twitter, Instagram, and LinkedIn and provide refinements to increase traffic. **SER** will coordinate and manage all third party vendors on behalf of **Charter School**. **Charter School** will be solely responsible for those third party vendor costs. **SER** shall provide a “call-center” to assist in parent student enrollment inquiries and to facilitate parent/student appointments at resource centers.

**H. Community Partnerships:**

**SER** shall coordinate **Charter School’s** community relationships, including with local non-profits, governmental agencies, local businesses and higher education institutions.

**I. Learning Center Furnishings:**

**SER** will procure and oversee the installation of all necessary furnishing and equipment for each **Charter School** facility. **Charter School** will be solely responsible for the cost of furniture and equipment.

**J. Student Information:**

**SER** will serve as the liaison between **Charter School** and the student information system provider as well as various curricular, instructional and data warehousing/reporting software and resources; perform quality data tracking, including but not limited to student data such as attendance, performance, etc.; and, shall coordinate and manage school data as the technology system is developed and maintained. **SER** shall prepare and submit all required State reporting regarding student enrollment, demographics, etc. **SER** will provide periodic reports on student performance, and assessments of whether educational goals and measurements are being achieved.

**K. Athletics Program Development:**

**SER** will assist in developing, implementing and administering an athletics program to the **Charter School** to assist in student retention and engagement and provide additional opportunities for student involvement, interaction and personal growth.

**L. Operations:**

**SER** will provide support to **Charter School** in all educational operational areas including without limitation: special education, community relationships, instructional materials, marketing/branding, professional development and technology.

**M. School Calendar:**

**SER** will develop the annual multi-track school calendar to be used by **Charter School**.

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**Addendum Services (SER) – No additional cost**

SER shall not charge any fees for the services provided herein absent further written agreement of the Parties, it being the Parties' intent, at the present time, that said services shall be provided as part of the fees paid by School to SER under the existing ESA.

School shall select an Offered Program by submitting a program order, SER shall engage the Offered Program Providers on School's behalf. SER shall be responsible for administration of enrollment of School's students in Offered Programs, facilitate and process payments to Offered Program Providers on behalf of School, process any and all documentation necessary for and related to participation of School's students in Offered Programs and any educational credits associated therewith, supervise Offered Program Providers to ensure quality control and compliance, and all other services incidental to facilitation of School's participation in and delivery of Offered Programs to School's students.

Offered Programs. Upon request, SER shall provide to School the following experiential learning programs (the "Offered Programs"):

- Domestic and/or international student travel;
  - Organic farming – Sustainable living programs;
  - Ranch programs;
  - College tours, historic city tours (e.g., Washington D.C.) or service learning trips; and
  - Other experiential learning programming to be developed which may include, without limitation, seminars, workshops, outdoor activities, and other on or offsite programs.
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## ATTACHMENT “B”

Organization								SB 740 Analysis	
	KIPP	Rocketship	Greendot	Yes PREP	Imagine	iLead	SER/SAR	COE or Districts	Admin Services Only
	Administrative Fee							3-9%	2-7%
Full Support Fee	12-13%	15.0%	14.5%	15.0%	12-13%	15.0%	15.0%		
Charter Development and Renewal Support	X	X	X	X	X	X	X		
Financial Administration Services	X	X	X	X	X	X	X	X	X
Personnel Resources	X	X	X	X	X	X	X	X	X
Risk Management	X	X	X	X	X	X	X	X	X
Trademark/License	X	X	X	X	X	X	X		
Marketing and Public Relations	X	X	X	X	X	X	X		
Facilities Development	X	X	X	X	X	X	X		
Security and Safety Coordination and Compliance (Facilities)		X	X	X	X	X	X		
Board Facilitation Assistance and Coordination		X	X	X	X	X	X		
Strategic Planning & Implementation	X	X	X	X	X	X	X		
Information Technology Support	X	X	X	X	X	X	X		
Purchasing Procurement Assistance and Support	X	X	X	X		X	X	X	X
Student Information Systems Support and Coordination		X	X	X	X	X	X		
Compliance Support		X	X	X	X	X	X		
Warehouse Operations Management		X	X	X		X	X		
Education Program and Development Assistance including Curriculum Implementation Support	X	X	X	X	X	X	X		
Assessment and Data Support Services	X	X	X	X	X	X	X		
Professional Development Support	X	X	X	X	X	X	X		
Sharing Best Practices Coordination	X	X	X	X	X	X	X		
Special Education Support Services		X	X	X		X	X		
Community Student and Staff Support Services and Coordination		X	X	X		X	X		

# FCSS Attachment 'D'



September 23, 2020

Sent via: Email

Dr. Jeffrey Hunt  
Director of Charter Schools  
Fresno County Superintendent of Schools  
1111 Van Ness Avenue  
Fresno, CA 93712

**Re: Crescent View West Public Charter School Response to Information**

Dear Dr. Hunt,

Crescent View West Public Charter School (Crescent View West) is appreciative of the support of the Fresno County Superintendent of Schools (FCSS) and Fresno County Board of Education (FCBE) over the last 10 years. Crescent View West remains fully committed to its continuing accountability and transparency as it pursues its mission to serve opportunity youth in Fresno County.

As promised during our call on Monday, September 21, 2020, below and enclosed are Crescent View West's responses to the requests for information directed to Crescent View West.

- 1. Detailed fee schedule from LLAC explaining what services are provided, what each service costs to Crescent View West, and what the fee is based on.**

**CVW Response:** Please refer to Attachment A.

- 2. The precise amount of the PPP, how it was spent, and how state funding for the same timeframe was spent.**

**CVW Response:** Crescent View West received \$2,276,562 in PPP loan funds from the Small Business Administration in response to the Coronavirus and the resulting impacts on the school's funding.

As required by the Small Business Administration guidelines, Crescent View West is using the PPP loan funds for Crescent View West staff salaries and benefits within a 24-week period starting in May 14, 2020. Crescent View West sought PPP loans as it continued to operate and serve students throughout the COVID-19 pandemic to protect the employment of its teachers, counselors, and tutors, and to keep its at-risk students engaged and prevent



them from falling backwards into the dropout cycle. Because of the PPP funds, Crescent View West has been able to retain all of its employees during the pandemic.

Because the PPP funds were earmarked to pay the salaries and benefits for Crescent View West, the school was able to use state LCFF funding that would have otherwise paid for the salaries and benefits to enhance student outreach, close the digital and learning gap by purchasing Chromebooks for students who would have otherwise been unable to connect, help those students who lack an internet connection, increase cleaning efforts to limit contamination, and to defray many other additional expenses that arose from the school site shutdown and transition to distance learning. Additionally, Crescent View West is working to help students obtain Coronavirus testing at no-charge and has purchased Wi-Fi hot spots for students in need. Therefore, LCFF state funds and PPP loan funds do not overlap as PPP funds were allocated to pay for payroll, and state funds were redirected to support remote learning and close the connectivity gap.

Senate Bill 98 forced Crescent View West to cut off its ADA reporting as of 2/29/2020, resulting in a reduction in ADA of 56.56 for FY19-20. Because of the current ADA funding cap under Senate Bill 820, Crescent View West's ADA has also been reduced by 56.56 for this year (FY20-21). The ADA reductions in both years will have a negative financial impact on Crescent View West of approximately \$1.4M. Also, Crescent View West was denied eligibility for full Learning Loss Mitigation Funding under Senate Bill 98, except the proportion of statewide LCFF entitlement, simply because Crescent View West is a non-classroom-based (NCB) charter school. As such, Crescent View West did not receive any special education funding under the CARES Act Coronavirus Relief (CR) Fund or Governor's Emergency Education Relief (GEER) funds, nor the CR proportion of statewide Supplemental and Concentration funding, which would have totaled nearly \$2M had the school been deemed eligible.

Additionally, the PPP loans will help to mitigate state budget shortfalls and LCFF funding deferrals starting with June 2020, and February through June of 2021, potential deferrals in 2022, and current and future uncertainties. Please note Crescent View West does not qualify for government loans such as TRANS loans with 0% interest for which public district schools qualify, and as noted above, Crescent View West is only eligible to receive the LCFF portion of the Learning Loss Mitigation Funds as a NCB charter school.

Crescent View West's cash flow projections include deferrals of state apportionments in fiscal years 2021-22 and 2022-23 (see Attachment B). This assumption is based on information shared during FCMAT meetings about the high probability of having deferrals in future years as the economic impact of the COVID-19 pandemic to the state, including reduction to state income, ending of federal emergency funding, and time to recover, will impact state payment of school funds. As a result, Crescent View West is taking a conservative approach in its cash flow projections to ensure the school's financial health during this period.

In anticipation of funding deferrals for upcoming fiscal years 2021-22 and 2022-23, Crescent View West will monitor cash flows on a weekly basis to plan all expenditures and necessary borrowing to meet cash needs. Crescent View West will secure additional funds to address any deficiencies resulting from expected and unexpected deferrals through a line of credit with Hanmi Bank and short-term borrowing from Lifelong Learning Administration Corporation, and will continue assessing the market for the lowest interest rate borrowing.

**3. What staff members for Crescent View West are shared staff with other schools? Does this include any teachers? If so, what contracts or written agreements exist to ensure administrators, teachers and other shared staff are allocated appropriately?**

**CVW Response:** The process for allocating compensation and benefits for shared staff follows a procedure that starts with the Area Superintendent informing the Human Resources Department of shared staff.

Upon request of the Area Superintendent or their designee, a Personnel Action Form (PAF) is submitted to the Human Resources Department to record any transactions related to new hire employment, terminations, changes in employment status, changes to compensation of an individual employee, etc. The PAF is used each time there is an action that should be recorded in the individual's personnel file or that requires payroll action. According to Human Resources Department procedure, allocation of staff compensation may be allocated across multiple locations as long as they all fall under the employee's primary charter, i.e., Site A - 50%, Site B – 25%, Site C – 25%.

If the allocation of employee compensation requires a partial allocation outside of the employee's primary charter, the Area Superintendent directs the Finance Department to allocate the compensation during period-end closing based upon the anticipated allocation of the employee's time devoted to each charter. At the conclusion of the fiscal year, a "true-up" process is undertaken to ensure that the final allocations are consistent with actual time devoted by the employee to the charters.

**4. Bylaws, board minutes, audits and budgets for LLAC**

**CVW Response:** LLAC is a third party vendor providing services to Crescent View West pursuant to services contracts. Accordingly, Crescent View West does not have access to the requested documents.

**5. What is LLAC's role in hiring, training, and evaluating administrators and teachers?**

**CVW Response:** LLAC assists Crescent View West with a dedicated professional team of recruiters who utilize fully integrated software solutions to build talent pools, nurture



candidate/new hire/employee relationships, and support the complete employee life cycle. LLAC services include assistance in recruiting, screening of new employees, pre-employment screening services, verify, check and monitor credentials for certificated staff, coordinate new hire orientation, collaborate with charter school leader of new teacher training and onboarding, and staff evaluation procedures. The Crescent View West Area Superintendent and school leadership maintain full responsibility for the hiring, training and evaluation of school staff.

**6. Are any services provided competitively bid and, if so, who manages the process and makes final decisions?**

**CVW Response:** Contracts are competitively bid. Crescent View West's board-approved accounting manual requires the school to obtain three quotes for any purchase of \$25,000 or more. When quotes are received, they are evaluated based on price, functionality, warranty, repair and maintenance issues, reliability, and other factors. The CFO or designee reviews the bids and forwards their recommendations to the CEO or designee for final review and decision. For example, Crescent View West's 2020-2021 networking cable vendor contract and network equipment vendor contracts were competitively bid. Construction work (i.e., learning center improvements) are also competitively bid. For school purchases, Crescent View West uses a procurement system that it believes more efficiently identifies qualified vendors and optimal pricing. Across the country, group purchasing organizations (GPO) are used to leverage bulk purchasing strategies while vetting vendors on behalf of the participating organizations. Crescent View West's purchases are administered through the GPO, CHAMPS Group Purchasing (CHAMPS). In addition to fully vetting the vendors, CHAMPS engages a competitive bidding process and negotiates significant discounts achieved in part by leveraging purchases through 14,000 participating organizations. Through this system, Crescent View West's purchases are made in a manner that achieves the same or better results than what would otherwise be a narrower and substantially more time consuming and expensive procurement process.

**7. Listing of teachers with specific class roster, and whether any teachers are teaching for more than one Learn 4 Life school.**

**CVW Response:** Teachers employed by Crescent View West may hold secondary part-time employment with district(s) or other charter schools so long as doing so does not interfere with their primary obligations to Crescent View West. Please refer to Attachment C for the school's current teacher list.

- 8. Information about significant contracts. For example, Crescent View West contracted with Choice Educational Services for \$115,000 in the year ending in June of 2017, and \$165,000 in the year ending in June 2018 according to organizational 990s. What service does this entity provide, and can Crescent View West provide contracts with this vendor?**

**CVW Response:** In 2016-2017, Crescent View West paid Choice Educational Services (CES) \$2,500 for professional development courses (\$2,500) and for a nutrition program for the school's students (\$112,500).

In 2017-2018, Crescent View West paid CES for a nutrition program for the school's students (\$112,500), professional development courses (\$2,500), and for a "Quarterbacks for Life" program (\$50,000). The Quarterbacks for Life program is a nationally acclaimed student success and leadership program available through the Beating the Odds Foundation. The program teaches students how to apply what they learn in school to create and sustain a caring school community and to achieve success in life, school and career.

- 9. Is the contract with LLAC competitively bid? If not, what criteria is used for the school to determine who to contract with for curriculum and support services and whether the contract with LLAC continues to be in the best interest of the local school?**

**CVW Response:** No, the contract is not competitively bid. However, regular evaluations are made to ensure that the fees paid for LLAC services and the scope of services provided for such fees are consistent with or better than the market generally. Provided herewith in Attachment A is a report prepared by independent legal counsel summarizing a years-long process of conducting and updating studies of educational and administrative services providers' fees and scopes of services to charter schools in the marketplace.

- 10. Is it in the best interest of the local school to continue to allow EAC to be the sole statutory member of Crescent View West, given they have appointed board members that serve on multiple other Learn 4 Life boards?**

**CVW Response:** Yes. EAC plays the important role of ensuring that all of the charters of which it is the sole member are governed by board members who believe in the Learn4Life mission and share a common dedication to serving at-risk and opportunity youth through the Learn4Life personalized education model. Students in the Learn4Life network are highly migratory often moving from one Learn4Life school to another due to socio-economic challenges. Ensuring operational consistency among the charter ensures that these students do not relinquish educational progress due to their moves.



We are grateful for the successful partnership with FCSS and FCBE and look forward to continuing this partnership. Should you have any questions or require additional information, please contact me directly.

Sincerely,

A handwritten signature in cursive script that reads "Shellie Hanes".

Shellie Hanes  
Area Superintendent

Enclosures

cc: Arthur Renney, Board President, Crescent View West Public Charter  
Dr. Kathryn Catania, Deputy Superintendent of Education, Fresno County Superintendent  
of Schools  
Dr. Corey Greenlaw, Accountability, Compliance, and Grants, Fresno County  
Superintendent of Schools