



## Lake View Charter School

### Regular Scheduled Board Meeting

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#### Date and Time

Wednesday April 28, 2021 at 5:00 PM PDT

#### Location

285 E 5th Street  
Chico CA 95926

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Zoom Link: <https://zoom.us/j/94419326665>

Meeting ID: 944 1932 6665

Join by Phone: (669) 900-6833

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#### Agenda

##### I. Opening Items

- A. Record Attendance
- B. Call the Meeting to Order
- C. Approval of the Agenda
- D. Public Comments
- E. Approve Minutes

Approve minutes for Regular Scheduled Board Meeting on March 24, 2021

**F. Approve Minutes**

Special Board Meeting

Approve minutes for Special Board Meeting on April 13, 2021

**G. Executive Director's Report**

**H. Sequoia Grove Charter Alliance Update**

**I. Closed Session**

Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9: (one case)

**J. Announcement of Action Taken in Closed Session**

**II. Finance**

**A. March Financials**

**B. Acknowledgment Resolution for the Selling of Additional Receivables to Charter School Capital**

**C. CDE approved Federal Addendum**

**III. Governance**

**A. Discussion and Potential Action on Bylaws and Board Terms**

**B. Discussion and Potential Action on Board Meeting Calendar for the 2021-2022 School Year**

**C. Executive Director Evaluation Update**

**IV. Academic Excellence**

**A. English Learner Master Plan 2020-2021**

**B. Local Control and Accountability Plan (LCAP) Update**

**C. Child Abuse Prevention and Reporting Policy**

**D. SELPA Master Contract**

**E. Board Letter to Families Supporting STAR Assessment Participation**

**V. Closing Items**

- A.** Board of Director's Comments & Requests
  - B.** Announcement of Next Regular Scheduled Board Meeting  
May 26, 2021 at 5:00 p.m.
  - C.** Adjourn Meeting
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Public Comment Rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 15 minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (562) 584-0427 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

# Coversheet

## Approve Minutes

**Section:** I. Opening Items  
**Item:** E. Approve Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Regular Scheduled Board Meeting on March 24, 2021





# Lake View Charter School

## Minutes

### Regular Scheduled Board Meeting

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#### **Date and Time**

Wednesday March 24, 2021 at 5:00 PM

#### **Location**

285 E 5th Street  
Chico CA 95926

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Zoom Link: <https://zoom.us/j/96757839249>

Meeting ID: 967 5783 9249

Join by Phone: (669) 900-6833

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#### **Directors Present**

Glad Donahue (remote), Jessica Coombs (remote), Lindsay Mower (remote)

#### **Directors Absent**

Billie Adkins

#### **Guests Present**

Julie Haycock-Cavender (remote), Kaela Haydu (remote), Kathy Fagundo (remote), Katie Royer (remote), Kimmi Buzzard (remote), Kulpreet Pulmay (remote)

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#### **I. Opening Items**

**A. Record Attendance**

**B. Call the Meeting to Order**

Lindsay Mower called a meeting of the board of directors of Lake View Charter School to order on Wednesday Mar 24, 2021 at 5:00 PM.

**C. Approval of the Agenda**

Glad Donahue made a motion to approve the agenda.

Lindsay Mower seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Billie Adkins	Absent
Glad Donahue	Aye
Lindsay Mower	Aye
Jessica Coombs	Aye

**D. Public Comments**

**E. Approve Minutes**

Lindsay Mower made a motion to approve the minutes from Regular Scheduled Board Meeting on 02-24-21.

Glad Donahue seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Lindsay Mower	Aye
Billie Adkins	Absent
Jessica Coombs	Aye
Glad Donahue	Aye

**F. Approve Minutes**

Glad Donahue made a motion to approve the minutes from Special Board Meeting on 03-10-21.

Lindsay Mower seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Lindsay Mower	Aye
Glad Donahue	Aye
Billie Adkins	Absent
Jessica Coombs	Aye

**G. Closed Session**

Lindsay Mower made a motion to go into Closed Session at 5:08 pm.  
Jessica Coombs seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Lindsay Mower Aye  
Glad Donahue Aye  
Jessica Coombs Aye  
Billie Adkins Absent

**H. Announcement of Any Action Take in Closed Session**

The Board directed Julie Haycock to continue working with YM&C on financial matters.

**I. Executive Director's Report**

Julie Haycock shared school updates:

- School Theme: Growing Together
- Recapped the staff and student intent to return process
- Open Enrollment commenced this week
- Jenn Kramer is doing school communication
- Update on in-person services
- Claire Walker shared an overview and long-term vision for the High School Virtual Academy (HSVA)
- Geoffrey Tolentino, a student, shared about his experience with HSVA
- LCAP Stakeholder Feedback will take place, as it does annually
- State Testing update that the CAASPP assessment is still being held this year, but the situation could change
- Preview of academic and community offerings for next school year
- Sequoia Grove Updates: The website is live and is being added to. Employment opportunities have also been posted on that website

**II. Finance**

**A. February Financials**

Darlington Ahaiwe presented the school's February Financials.  
Glad Donahue made a motion to approve the February Financials.  
Lindsay Mower seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Jessica Coombs Aye  
Glad Donahue Aye  
Lindsay Mower Aye  
Billie Adkins Absent

**B.**

### **Budget Considerations**

Darlington Ahaiwe presented the anticipated impact of "rollover funds" on the budget.

Lindsay Mower feels it is important to inform parents of the process to request learning materials if they exceed an annual planning amount.

Glad Donahue inquired why orders cannot be placed this year for curriculum and materials for the next school year. Julie Haycock responded that funds allocated for one year should not be spent on materials for a different school year.

Lindsay Mower made a motion to no longer use the practice of rolling over funds from year to year.

Jessica Coombs seconded the motion.

The board **VOTED** to approve the motion.

#### **Roll Call**

Lindsay Mower Aye

Billie Adkins Absent

Jessica Coombs Aye

Glad Donahue Aye

### **C. Growth Projections 2021-2022**

Glad Donahue made a motion to approve the growth projections for 2021-2022.

Jessica Coombs seconded the motion.

The board **VOTED** to approve the motion.

#### **Roll Call**

Lindsay Mower Aye

Glad Donahue Aye

Jessica Coombs Aye

Billie Adkins Absent

### **D. Discussion and Potential Action on the 2019-2020 Audit Report**

Lindsay Mower made a motion to approve the 2019-2020 audit report.

Glad Donahue seconded the motion.

The board **VOTED** to approve the motion.

#### **Roll Call**

Jessica Coombs Aye

Glad Donahue Aye

Lindsay Mower Aye

Billie Adkins Absent

## **III. Academic Excellence**

### **A. Local Control and Accountability Plan (LCAP) Plan and Timeline**

Kulpreet Pummay presented the LCAP overview.

#### IV. Governance

##### A. Acceptance of Board Member Resignation: Sara Rose Bonetti

Lindsay Mower made a motion to accept the resignation of Sara Rose Bonetti.

Jessica Coombs seconded the motion.

The board **VOTED** to approve the motion.

##### Roll Call

Lindsay Mower Aye

Glad Donahue Aye

Jessica Coombs Aye

Billie Adkins Absent

##### B. Discussion and Potential Action on Board Member Recruitment

Julie Haycock-Cavender outlined the three options for Board member recruitment.

Lindsay Mower made a motion to select Option 1: Working Group for Board Member Recruitment with a goal to identify a candidate to be brought to the Board by the May Board meeting.

Jessica Coombs seconded the motion.

The board **VOTED** to approve the motion.

##### Roll Call

Jessica Coombs Aye

Billie Adkins Absent

Lindsay Mower Aye

Glad Donahue Aye

#### V. Operations

##### A. School Pathways Bid

Glad Donahue made a motion to approve the School Pathways Bid.

Lindsay Mower seconded the motion.

The board **VOTED** to approve the motion.

##### Roll Call

Glad Donahue Aye

Jessica Coombs Aye

Billie Adkins Absent

Lindsay Mower Aye

#### VI. Closing Items

##### A. Board of Director's Comments & Requests

1. Board member candidate brought to the Board for consideration by the May Board meeting.

**B. Announcement of Next Regular Scheduled Board Meeting**

Lindsay Mower announced that the next Board meeting would be held on April 28th at 5:00 pm via Zoom.

**C. Adjourn Meeting**

Lindsay Mower made a motion to adjourn the meeting at 6:33 pm.

Jessica Coombs seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Glad Donahue Aye

Billie Adkins Absent

Jessica Coombs Aye

Lindsay Mower Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:33 PM.

Respectfully Submitted,  
Lindsay Mower

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Prepared By:  
Kathy Fagundo

Noted By:

**Board Secretary**

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# Coversheet

## Approve Minutes

**Section:** I. Opening Items  
**Item:** F. Approve Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Special Board Meeting on April 13, 2021





# Lake View Charter School

## Minutes

### Special Board Meeting

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#### **Date and Time**

Tuesday April 13, 2021 at 5:30 PM

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Zoom Link: [zoom.us/j/97325398171](https://zoom.us/j/97325398171)

Meeting ID: 97325398171

Join by Phone: (669) 900-6833

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#### **Directors Present**

Billie Adkins (remote), Glad Donahue (remote), Jessica Coombs (remote), Lindsay Mower (remote)

#### **Directors Absent**

*None*

#### **Directors who arrived after the meeting opened**

Jessica Coombs

#### **Guests Present**

Darcy Belleza (remote), Jenell Sherman (remote), Julie Haycock-Cavender (remote), Katie Royer (remote), Kimmi Buzzard (remote)

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### **I. Opening Items**

#### **A. Record Attendance**

**B. Call the Meeting to Order**

Lindsay Mower called a meeting of the board of directors of Lake View Charter School to order on Tuesday Apr 13, 2021 at 5:33 PM.

**C. Approval of the Agenda**

Lindsay Mower made a motion to approve the agenda with the change to table Agenda Item E.

Billie Adkins seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Billie Adkins Aye  
Glad Donahue Aye  
Lindsay Mower Aye  
Jessica Coombs Absent

**D. Public Comments**

No public comments were made at this board meeting.

**II. Finance**

**A. School Counselor Salary Schedule**

Glad Donahue made a motion to approve the updated School Counselor Salary Schedule.

Billie Adkins seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Billie Adkins Aye  
Lindsay Mower Aye  
Glad Donahue Aye  
Jessica Coombs Absent

**B. Discussion and Potential Action on the Consolidated Application and Reporting System (CARS) Application for Funding**

Julie Haycock-Cavender presented that this is a new opportunity for funding for the school.

Jessica Coombs arrived.

Billie Adkins made a motion to approve the Consolidated Application and Reporting System (CARS) Application for Funding.

Glad Donahue seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Glad Donahue Aye  
Jessica Coombs Absent  
Lindsay Mower Aye  
Billie Adkins Aye

**C. Discussion and Potential Action on the Local Control and Accountability Plan (LCAP) Federal Addendum for Title 1**

Julie Haycock-Cavender explained the types of Title Funding and the specific sub-groups each applies to as well as reviewed the LCAP Addendum.

Lindsay Mower made a motion to approve the Local Control and Accountability Plan (LCAP) Federal Addendum for Title 1.

Billie Adkins seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Lindsay Mower Aye  
Jessica Coombs Aye  
Glad Donahue Aye  
Billie Adkins Aye

**D. Discussion and Potential Action on the ESSER II Assurances**

Julie Haycock-Cavender explained the ESSER II Assurances as outlined by the government guidelines to ensure the funds are used in the way they are intended.

Billie Adkins made a motion to approve the ESSER II Assurances.

Glad Donahue seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Lindsay Mower Aye  
Billie Adkins Aye  
Glad Donahue Aye  
Jessica Coombs Aye

**E. Discussion and Potential Action of the Approval of Software License Purchase**

This item was tabled until the next board meeting.

**III. Closing Items**

**A. Board of Director's Comments & Requests**

There were no Board comments or requests submitted at this time.

**B.**

## Announcement of Next Regularly Scheduled Board Meeting

April 28, 2021 at 5:00 pm.

### C. Adjourn Meeting

Lindsay Mower made a motion to adjourn the meeting at 5:47 pm.

Billie Adkins seconded the motion.

The board **VOTED** to approve the motion.

#### Roll Call

Jessica Coombs Aye

Glad Donahue Aye

Billie Adkins Aye

Lindsay Mower Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:47 PM.

Respectfully Submitted,  
Lindsay Mower

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Prepared By  
Kimmi Buzzard

Noted By

#### Board Secretary

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# Coversheet

## Executive Director's Report

**Section:** I. Opening Items  
**Item:** G. Executive Director's Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** ED Report April 2021- Lake View.pdf



# Executive Director Report

April 2021

# Agenda



1.

**Open  
Enrollment  
& LOI**



2.

**EL Update**



3.

**SPED  
Update**



4.

**Assessment  
Update**



5.

**21-22  
Program  
Updates**





# Letter of Intent & Open Enrollment

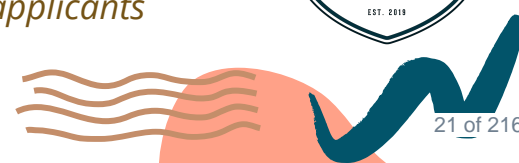
**April 30**

Last day of Open Enrollment  
Last day for current families to sign letter of intent

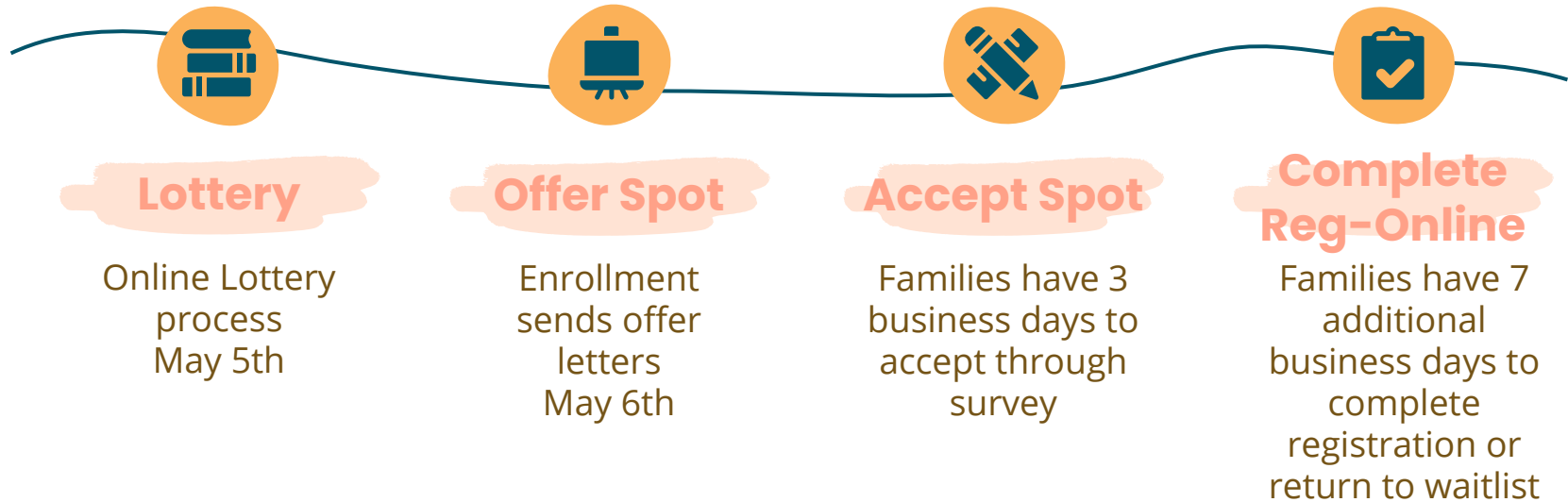
***Data as of Friday, April 23***

<b>Enrollment Projections</b>	
Incoming / Returning	416
OE Submissions	230
<i>No Response</i>	14
Projected Total	646

*Lake View is budgeting for 645 spaces. There are currently more applicants than spaces, so a lottery will likely be necessary.*



# A Timeline for New Students



**Thank you to Sara Greco for hosting info sessions for interested families to learn about our schools. Great turnout, even some newly hired teachers!**



Join us for a

# Homeschool Info Meeting!

4/14 - 10AM-11AM  
4/15 - 7PM-8PM  
4/21 - 10AM - 11AM  
4/22 - 7PM - 8PM

*Learn:  
Who we are,  
What we do, &  
How we can support you!*

<https://zoom.us/my/saragreco>



Powered by BoardOnTrack

# Staffing Update

The Sequoia Grove Schools will continue operating with a MOU for shared staffing and are fortunate to have an amazing leadership team and programs supporting the schools. Estimated students served between the 4 school will be 4386.

Teacher caseloads will be as aligned to school of employment as much as possible after intent to return process.

## SEQUOIA GROVE SCHOOLS 21-22 ADMINISTRATIVE TEAM

Executive Directors

*Julie Haycock*

*Jenell Sherman*

Director of Educational Services

*Dr. Amanda Johnson*

Director of Accountability & Governance

*Darcy Belleza*

Director of Curriculum & Assessment

*Kristie Nicosia*

Director of Professional Development & Instructional Support

*Allie Suydam*

Director of High School

*Shannon Breckenridge*

Assistant Director of Educational Services

*Megan Nason*

Assistant Director of Curriculum & Assessment

*Stacy Close*

Assistant Director of Instructional Support

*Marci Boyd*

Assistant Director of Instructional Support

*Camille Vocker*

Assistant Director of High School

*Linda Qian*

TK-8 Program Administrator

*Carrie Carlson*

High School Program Administrator

*Claire Walker*

## SEQUOIA GROVE SCHOOLS 21-22 LEADERSHIP TEAM

Testing Coordinator

*Jodi Nairz*

EL Coordinator

*Erin Emerson*

EL Coordinator

*TBD*

JHVA Coordinator

*Trisha Brandow*

Community Coordinator

*Danielle Holaday*

CTE & High School Curriculum Coordinator

*Sharycè Perez*

High School Counselor

*Michelle Bliss*

High School Counselor

*TBD*

Instructional Team Advisors

*Amber Stephen*

*Dianna Gartner*

*Elisa Avila*

*Jenny Johnston*

*Ronni Erneputsch*

*Scott Emerson*

*Seren Stewart*

*Ty Beekman*



## SEQUOIA GROVE SCHOOLS 21-22 EDUCATIONAL SERVICES TEAM

504 & Educational Services Coordinator

*Dr. Neda Burleigh*

Ed Services Program Specialist

*Nicole Zagaroli*

Special Education Program Specialist

*Sarah Ayala*

Special Education Program Specialist

*Elizabeth Odenthal*

Special Education Program Specialist

*Jackie Velarde*

Compliance & Professional Development Coordinator

*Carissa Stockard*

MTSS Coordinator

*Jamie Watkins*

School Counselor/ SST Coordinator

*Malachi Briggs*

## SEQUOIA GROVE SCHOOLS 21-22 SUPPORT STAFF

Instructional Materials Administrator

*Stephanie Terrell*

Communication & PR Specialist

*Jenn Kramer*

Lead Family Liaison

*Sara Greco*

Family Liaisons

*TBD*

Administrative Assistant

*Katie Royer*

Educational Services Assistant

*Melinda Radsliff*

Service Tech

*Christina Archie*

MTSS Tech

*Tina Mut*

SEIS Tech

*Angela Lawton*

Assessment Tech

*Nicky Peterson*

Guidance Tech

*Lori Andreasen*

Data Analyst

*Kulpreet Pummay*

Testing Asssitant

*TBD*



# We're Hiring!



We are growing our team of talented, dynamic homeschool teachers who are passionate about personalized learning and have a homeschool heart.

Join our team! We have openings for Homeschool Teachers, a Nurse, an Intervention Teacher & more.

**APPLY ON EDJOIN NOW**

[clarksvillecharter.org](http://clarksvillecharter.org)  
[featherrivercharter.org](http://featherrivercharter.org)  
[lakeviewcharter.org](http://lakeviewcharter.org)  
[winshipcommunity.org](http://winshipcommunity.org)

Founding Members of the Sequoia Grove Charter Alliance 

Interviews happening now! Thank you to our team who has put in a ton of time to review applicants, set up and participate in interviews and find the best teachers for our families! There have been many qualified and talented teachers who have applied.

2 new hires, 3-4 additional needed



# English Learner Update

## English Learners Reclassification Criteria Proposed Amendment

### Current reclassification criteria

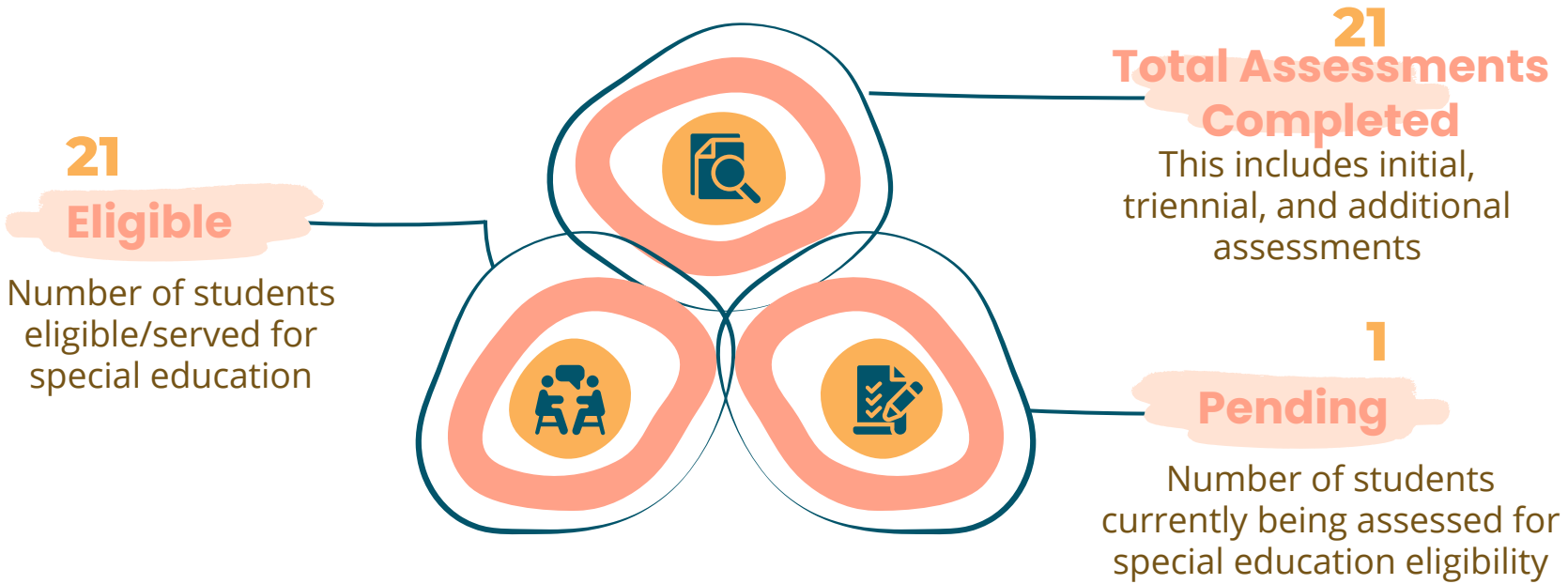
- Includes math Star 360 scores
- Requires both Star 360 scores **and** CAASPP scores.
- Minimum scores listed are inconsistent, sometimes yellow (standard not met), sometimes blue (standard not met)

### Proposed Change

- Removes math as a measurement for English Language Proficiency
- Requires Star 360 **or** CAASPP score
- Added Early Literacy Score criteria
- Uses the Star Enterprise Scale score requirement that is consistent with English only speaking peers.



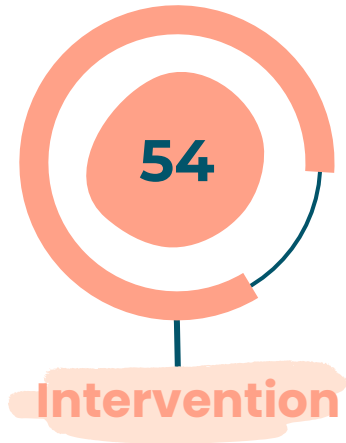
# Special Education Update



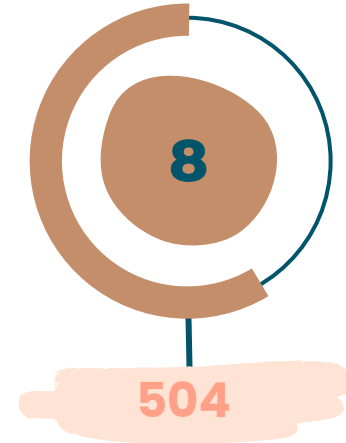
# Student Support Update



Number of students who have had an SST meeting



Number of cycles served



Number of students served with a 504

# Assessment Update

We have been granted permission by the US Department of Education to use our local assessments - the Star Assessment

- **ALL** grades must take the Star during the Spring Window (April 12-May 25)
- We need to have a 95% participation rate - it's the only measure that our families, boards, and authorizers will have to determine academic achievement for our schools for the 2020-2021 school year
- Students **CAN** still take the CAASPP/CAST **in addition** to the Star Assessment

# Assessment Update

Although it is optional, we are advising that 11th graders still take the CAASPP **in addition** to the Star for the following reasons:

- College course placement for both Community Colleges and CSU
- The CAASPP affects our CCI on the CA State Dashboard - we aren't sure if they will allow local assessments for those yet
- Currently, local assessments will **not** be accepted for the State Seal of Biliteracy for grade 11 students (Class of 2022). The CAASPP assessment results are the **only** results that can be used for this program.
- Students are not required to take the CAA or the CAST, as it is not a "viable option" at this time for our schools

# Program Planning 2021-2022



Planning is underway for the fall.  
Many exciting opportunities for  
families! Details to come!

## COMING SOON SEQUOIA GROVE COMMUNITY PROGRAMS

For the 2021/2022 school year

- Park Days**  
Held Weekly and by Region
  - Connect with HSTS, Family Liaisons, and other homeschool families
  - Pick up Lending Library Materials
  - View popular curriculum from the Traveling Looking Library
- Adventure Academy**  
Brand New Virtual Classes for TK - 8
  - Direct, virtual instruction
  - Caring & Credentialed Teachers
  - Low cost / Registration Required
  - 4, 6, & 8 week sessions
  - Academic and Enrichment options
    - Open to all students TK - 8
    - Multi - age classes
    - Unit Studies
    - Parent Education / Support
    - SPED / EL / 504 / Accelerated
- Events**  
Regional, in person, and Virtual
  - Back to School Planner Pick Up
  - Entrepreneur Fair
  - Art Fair
  - Science Fair
  - 8th Grade Promotion
  - Kindergarten Graduation
- Clubs**  
Virtual and In Person
  - Free
  - Drop in (no registration required)
  - Options for all ages/grades (TK-12)
  - 3 & 6 week sessions
  - Enrichment and Academic

Possibilities Include:  
Art \* Leadership \* Debate \* Music  
\* Math \* Film \* Hiking \* Science \*  
LEGO \* Pet \* Book \* Knitting  
Robotics \* Cooking
- EXTREME Field Trips**  
Virtual & In-Person (hybrid)  
EXTREME field trips include:
  - pre-field trip lesson (virtual)
  - field trip (as a cohort)
  - post field trip lesson (virtual)

## JUNIOR HIGH VIRTUAL ACADEMY

PREPARING STUDENTS FOR SUCCESS  
IN HIGH SCHOOL AND BEYOND



- Two day / week program with both AM/PM options
- Standards-aligned courses taught by caring, supportive, and experienced credentialed teachers
- Live, online instruction 2x per week (55-minute classes)
- Mentoring/support through weekly learning labs, academic conferences, grading, community building
- Designed to prepare 7th and 8th-grade students for rigorous, academic high school coursework



Sneak peek at  
our content

## COURSE OFFERINGS



### SCIENCE

- Life Science
- Physical Science
- Maker Projects
- Science Fair



### LANGUAGE ARTS

- Writing Structure and Style
- Novels
- Debate
- Research



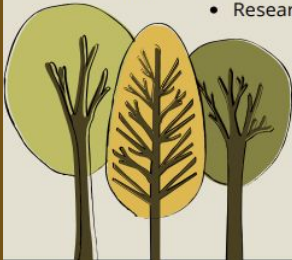
### MATHEMATICS

- Personalized, adaptive instruction
- Performance Tasks
- Coding



### STUDY SKILLS

- Growth Mindset
- Executive Functioning Skills
- Digital Literacy



## REGISTRATION & PRICING -- per semester--

\$175 for a single course  
Language Arts, Math, or Science  
\$100 Study Skills (one-semester class only)  
Registration opens in May

Powered by BoardOnTrack

HIGH SCHOOL



- a-g course offerings
- CA single-subject credentialed teachers
- synchronous & asynchronous classes

## HSVA- Live!

virtual, synchronous  
classes that meet twice  
per week in Zoom

## Edgenuity

online, asynchronous,  
flexible learning

## Textbook

offline, asynchronous,  
flexible learning with  
McGraw-Hill textbooks

## Edmentum- Hybrid

synchronous &  
asynchronous  
learning with classes  
that meet once per  
week in Zoom



# THANK YOU!

Your dedication to our school is appreciated.

# Coversheet

## Sequoia Grove Charter Alliance Update

**Section:** I. Opening Items  
**Item:** H. Sequoia Grove Charter Alliance Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Lakeview UPDATE 4.27-29.pdf



# Sequoia Grove Charter Alliance

**Board Update April 28, 2021**

Sara Rose Bonetti  
Board Treasurer

# A quick introduction...

- **Former Lake View board member**
- **Homeschool parent of two kiddos age 5 and 6**
- **Chico Native - 3rd generation**
- **I love being creative my favorite form is fabric and sewing machine**

# What's happening in the Grove...

- **Currently the SGCA Board meets twice per month**
- **One major focus the past few months has been staffing**
  - Currently 90% classified staff hired for a July 1 start date
- **The SGCA team is excited about the school's adopted "growth budget"**
  - SGCA is currently exploring increased staffing to meet that added demand and provide the excellent service we all expect.

## Also in the Grove...

- **Working closely with the schools, SGCA is currently budgeting at just 9% to the schools!**
  - The original budget was based on the 10.25% that we are currently paying
- **The SGCA tech department is already working on Google account migration and establishing our new fresh online presence.**

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How to communicate with the SGCA Board:

**[sbonetti@sequoiagrove.org](mailto:sbonetti@sequoiagrove.org)**



# Coversheet

## March Financials

**Section:** II. Finance  
**Item:** A. March Financials  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Financial Package - March 2021 - Lake View.pdf



# Lake View Charter School

Monthly Financial Presentation – March 2021

# LAKE VIEW - Highlights

- Year-end revenue projections increased by \$30k.
- Year-end expense projections increased by \$63k.
- Year-end surplus projected at \$1.4k. (Prior month; \$34k)
- Senate Bill-740 Requirements:

- 40/80 Expense Ratio ✓

Cert.	Instr.
45.4%	81.6%
237,568	81,660

- 25:1 Pupil-Teacher ratio ✓

Pupil:Teacher Ratio
18.88 :1

# LAKE VIEW - Revenue

- Other State Revenue- Full recognition of Learning Loss Mitigation Funds.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Revenue</b>						
State Aid-Rev Limit	\$ 2,388,527	\$ 2,379,424	\$ 9,103	\$ 3,985,537	\$ 3,986,237	\$ (700)
Federal Revenue	27,675	32,228	(4,553)	80,328	51,676	28,652
Other State Revenue	235,194	183,295	51,898	393,438	346,966	46,472
Other Local Revenue	10,654	-	10,654	10,654	-	10,654
<b>Total Revenue</b>	<b>\$ 2,662,049</b>	<b>\$ 2,594,947</b>	<b>\$ 67,102</b>	<b>\$ 4,469,957</b>	<b>\$ 4,384,878</b>	<b>\$ 85,079</b>



# LAKE VIEW - Expenses

- **Certificated Salaries:** March Staffing adjustments.
- **Books and Supplies:** Increase in projected Instructional expenses.

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	<b>Actual</b>	<b>Budget</b>	<b>Fav/(Unf)</b>	<b>Forecast</b>	<b>Budget</b>	<b>Fav/(Unf)</b>
<b>Expenses</b>						
Certificated Salaries	\$ 1,380,566	\$ 1,290,163	\$ (90,403)	\$ 1,824,444	\$ 1,720,217	\$ (104,227)
Classified Salaries	104,857	99,329	(5,529)	119,371	132,438	13,067
Benefits	444,597	435,852	(8,745)	568,891	579,242	10,350
Books and Supplies	564,353	312,220	(252,132)	730,890	391,770	(339,119)
Subagreement Services	456,528	720,804	264,276	551,796	919,333	367,536
Operations	64,933	22,575	(42,358)	90,064	30,100	(59,964)
Facilities	463	2,400	1,937	463	3,200	2,737
Professional Services	378,977	359,084	(19,893)	511,107	489,046	(22,061)
Depreciation	-	-	-	-	-	-
Interest	66,553	76,059	9,506	71,467	94,219	22,752
<b>Total Expenses</b>	<b>\$ 3,461,827</b>	<b>\$ 3,318,486</b>	<b>\$ (143,341)</b>	<b>\$ 4,468,493</b>	<b>\$ 4,359,564</b>	<b>\$ (108,929)</b>

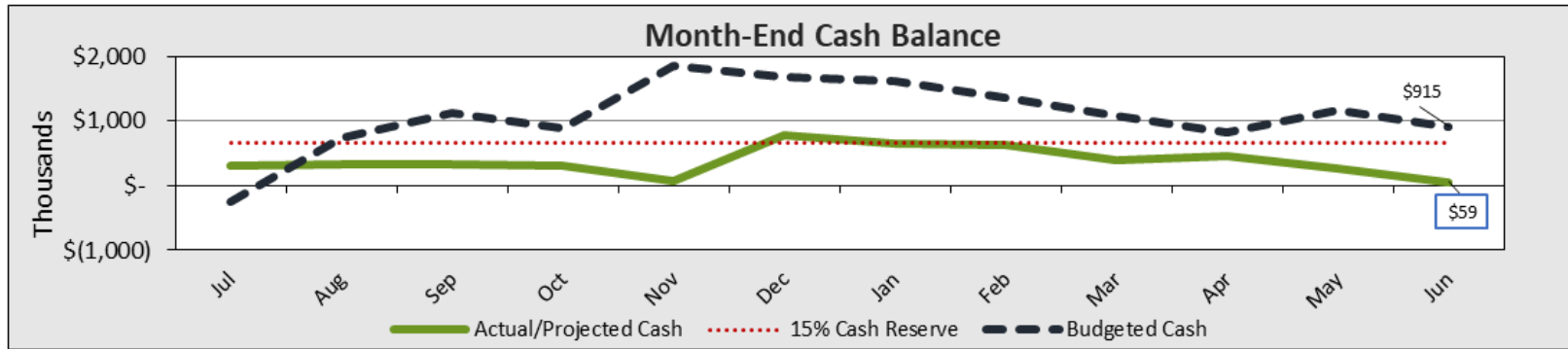
# LAKE VIEW - Fund Balance

- Projected surplus just above zero.

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Total Surplus(Deficit)</b>	\$ (799,778)	\$ (723,539)	\$ (76,239)	\$ 1,464	\$ 25,314	\$ (23,850)
Beginning Fund Balance	<u>221,864</u>	<u>221,864</u>		<u>221,864</u>	<u>221,864</u>	
<b>Ending Fund Balance</b>	<u><b>\$ (577,913)</b></u>	<u><b>\$ (501,675)</b></u>		<u><b>\$ 223,328</b></u>	<u><b>\$ 247,178</b></u>	
<i>As a % of Annual Expenses</i>	-12.9%	-11.5%		5.0%	5.7%	

# LAKE VIEW - Cash

- Year-end cash balance projected at \$59k and will remain at positive levels through receivable sales (external short-term funding).



# LAKE VIEW - Appendix

- Monthly Cash Flow / Forecast 20-21
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging
- Due-To/Due-From Balance

# Lake View Charter School

## Monthly Cash Flow/Forecast FY20-21

Revised 4/12/2021

ADA = 434.25



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
<b>Revenues</b>																
<b>State Aid - Revenue Limit</b>																
8011 LCFF State Aid	-	375,600	-	338,040	338,040	338,040	338,040	338,040	176,118	86,277	83,074	81,995	1,262,664	3,755,928	3,756,001	(72)
8012 Education Protection Account	-	-	-	21,713	-	-	21,712	-	-	21,713	-	-	21,713	86,850	86,850	-
8019 State Aid - Prior Year	-	-	(699)	-	-	-	-	-	72	-	-	-	-	(627)	-	(627)
8096 In Lieu of Property Taxes	-	8,990	(8,990)	-	48,751	11,471	11,471	11,471	20,647	10,037	10,037	10,037	9,464	143,386	143,386	-
	-	384,590	(9,689)	359,753	386,791	349,511	371,223	349,511	196,837	118,026	93,111	92,032	1,293,841	3,985,537	3,986,237	(700)
<b>Federal Revenue</b>																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	10,531	10,531	10,531	21,061	52,653	51,676	977
8296 Other Federal Revenue	-	-	-	484	-	27,191	-	-	-	-	-	-	-	27,675	-	27,675
	-	-	-	484	-	27,191	-	-	-	10,531	10,531	10,531	21,061	80,328	51,676	28,652
<b>Other State Revenue</b>																
8311 State Special Education	-	-	25,672	37,123	23,105	23,105	23,105	23,105	11,506	21,610	21,610	21,610	31,714	263,264	260,550	2,714
8550 Mandated Cost	-	-	-	-	-	8,238	-	-	-	-	-	-	-	8,238	-	8,238
8560 State Lottery	-	-	-	-	-	-	24,714	-	-	20,801	-	-	40,900	86,416	86,416	-
8598 Prior Year Revenue	-	-	-	-	-	-	1,548	-	-	-	-	-	-	1,548	-	1,548
8599 Other State Revenue	-	-	-	-	-	484	2,043	658	30,788	-	-	-	-	33,972	-	33,972
	-	-	25,672	37,123	23,105	31,827	51,410	23,763	42,294	42,411	21,610	21,610	72,613	393,438	346,966	46,472
<b>Other Local Revenue</b>																
8980 Contributions, Unrestricted	-	-	-	-	-	10,654	-	-	-	-	-	-	-	10,654	-	10,654
	-	-	-	-	-	10,654	-	-	-	-	-	-	-	10,654	-	10,654
<b>Total Revenue</b>	<b>-</b>	<b>384,590</b>	<b>15,983</b>	<b>397,360</b>	<b>409,896</b>	<b>419,183</b>	<b>422,633</b>	<b>373,274</b>	<b>239,131</b>	<b>170,968</b>	<b>125,251</b>	<b>124,172</b>	<b>1,387,515</b>	<b>4,469,957</b>	<b>4,384,878</b>	<b>85,079</b>
<b>Expenses</b>																
<b>Certificated Salaries</b>																
1100 Teachers' Salaries	111,179	101,482	102,143	103,403	101,850	102,645	102,863	101,843	103,223	100,883	100,883	100,883	-	1,233,279	1,126,517	(106,762)
1175 Teachers' Extra Duty/Stipends	2,000	3,400	7,150	6,550	6,996	7,196	6,946	6,946	8,046	7,083	7,083	7,083	-	76,481	61,200	(15,281)
1200 Pupil Support Salaries	20,774	21,274	21,824	21,824	21,669	13,897	14,297	14,297	14,297	14,297	14,297	14,297	-	207,074	245,500	38,426
1300 Administrators' Salaries	24,867	25,317	25,767	25,887	25,697	25,897	25,697	25,697	25,697	25,697	25,697	25,697	-	307,610	287,000	(20,610)
	158,820	151,473	156,884	157,694	156,213	149,635	149,802	148,782	151,262	147,960	147,960	147,960	-	1,824,444	1,720,217	(104,227)
<b>Classified Salaries</b>																
2900 Other Classified Salaries	13,231	12,103	12,667	12,847	12,148	13,277	10,034	13,913	4,637	4,838	4,838	4,838	-	119,371	132,438	13,067
	13,231	12,103	12,667	12,847	12,148	13,277	10,034	13,913	4,637	4,838	4,838	4,838	-	119,371	132,438	13,067
<b>Benefits</b>																
3101 STRS	25,173	24,067	24,941	24,820	24,747	21,895	23,691	23,527	23,927	22,141	22,141	22,141	-	283,213	316,520	33,307
3301 OASDI	792	722	757	768	725	795	605	845	281	146	146	146	-	6,727	8,211	1,484
3311 Medicare	2,392	2,265	2,355	2,370	2,338	2,259	2,217	2,259	2,163	2,090	2,090	2,090	-	26,887	26,863	(24)
3401 Health and Welfare	15,625	24,855	19,347	19,715	17,545	21,891	19,887	19,306	17,620	14,375	14,375	14,375	-	218,915	187,500	(31,415)
3501 State Unemployment	1,579	584	-	-	-	-	6,129	473	62	662	662	662	-	10,812	14,210	3,398
3601 Workers' Compensation	2,161	1,793	1,977	1,977	1,977	1,977	1,977	1,477	1,977	2,018	2,018	2,018	-	23,347	25,937	2,591
3901 Other Benefits	-	-	-	63	-	-	-	(1,073)	-	-	-	-	-	(1,010)	-	1,010
	47,723	54,286	49,378	49,712	47,332	48,817	54,506	46,813	46,030	41,431	41,431	41,431	-	568,891	579,242	10,350
<b>Books and Supplies</b>																
4302 School Supplies	4,977	86,972	47,863	56,800	33,553	50,625	37,108	52,765	84,334	51,864	52,436	51,812	-	611,110	301,849	(309,261)
4305 Software	-	5,922	10,018	14,672	3,879	12,102	3,455	4,488	2,716	3,475	3,475	3,475	-	67,677	41,700	(25,977)
4310 Office Expense	-	-	1,010	-	313	495	-	9	-	-	-	-	-	1,826	4,400	2,574
4400 Noncapitalized Equipment	524	4,743	2,088	11,800	11,719	2,843	-	-	16,559	-	-	-	-	50,276	43,121	(7,155)
	5,501	97,637	60,980	83,272	49,464	66,066	40,563	57,262	103,609	55,339	55,911	55,287	-	730,890	391,770	(339,119)
<b>Subagreement Services</b>																
5102 Special Education	133	11,441	1,481	12,521	37,924	8,463	18,407	3,325	54,954	9,183	9,183	9,183	-	176,199	110,200	(65,999)
5106 Other Educational Consultants	9,209	3,522	16,282	13,788	6,734	13,805	21,508	11,187	45,354	4,398	1,760	1,760	-	149,305	587,148	437,843
5107 Instructional Services	19,210	17,788	18,499	18,499	18,499	18,499	18,499	18,499	18,499	19,934	19,934	19,934	-	226,292	221,984	(4,307)
	28,552	32,751	36,262	44,807	63,156	40,767	58,414	33,012	118,808	33,515	30,877	30,877	-	551,796	919,333	367,536
<b>Operations and Housekeeping</b>																
5201 Auto and Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,400	8,400
5300 Dues & Memberships	-	790	-	-	-	-	-	-	-	-	-	-	-	790	900	110
5400 Insurance	1,500	10,544	6,028	6,024	6,024	6,024	6,024	6,024	6,024	6,024	6,024	6,024	-	72,288	18,000	(54,288)
5900 Communications	-	17	147	87	87	446	1,820	2,730	2,342	1,835	2,182	2,272	-	13,964	1,500	(12,464)
5901 Postage and Shipping	229	(226)	184	130	367	1,185	227	155	-	392	194	185	-	3,023	1,300	(1,723)
	1,729	11,126	6,359	6,241	6,478	7,654	8,072	8,909	8,366	8,250	8,399	8,481	-	90,064	30,100	(59,964)
<b>Facilities, Repairs and Other Leases</b>																
5610 Repairs and Maintenance	-	-	-	-	-	-	463	-	-	-	-	-	-	463	-	(463)
	-	-	-	-	-	-	463	-	-	-	-	-	-	463	3,200	2,737
<b>Professional/Consulting Services</b>																
5801 IT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	700	700
5802 Audit & Taxes	-	-	-	-	-	4,095	-	-	-	-	-	-	-	4,095	-	(4,095)
5803 Legal	-	3,284	187	2,173	3,523	2,664	1,516	8,255	6,075	5,282	6,537	5,965	-	45,460	4,800	(40,660)
5804 Professional Development	-	-	3,406	6,475	600	13,534	3,452	894	6,350	3,565	3,603	4,506	-	46,385	3,100	(43,285)
5805 General Consulting	-	-	-	750	150	1,050	313	1,500	1,650	1,154	1,435	1,413	-	9,414	1,900	(7,514)
5806 Special Activities/Field Trips	-	-	-	-	988	1,056	4,832	2,966	-	-	-	-	-	9,843	86,243	76,400
5807 Bank Charges	465	697	514	758	858	880	623	582	571	592	582	581	-	7,703	115	(7,588)
5808 Printing	-	-	-	-	-	-	-	-	5	-	-	-	-	5	115	110
5809 Other taxes and fees	-	139	2	(0)	-	-	-	-	-	-	-	-	-	141	8,395	8,254
5810 Payroll Service Fee	-	907	215	215	767	811	562	786	554	290	290	290	-	5,684	3,734	(1,951)

### Lake View Charter School

#### Monthly Cash Flow/Forecast FY20-21

Revised 4/12/2021

ADA = 434.25



5811 Management Fee  
5812 District Oversight Fee

**Interest**

7438 Interest Expense

**Total Expenses**

**Monthly Surplus (Deficit)**

**Cash Flow Adjustments**

Monthly Surplus (Deficit)

Cash flows from operating activities

Depreciation/Amortization  
Public Funding Receivables  
Grants and Contributions Rec.  
Due To/From Related Parties  
Prepaid Expenses  
Other Assets  
Accounts Payable  
Accrued Expenses  
Deferred Revenue

Cash flows from financing activities

Proceeds from Factoring  
Payments on Factoring  
Proceeds from Debt  
Payments on Debt

Total Change in Cash

Cash, Beginning of Month

**Cash, End of Month**

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals
5811 Management Fee	31,014	23,060	24,145	24,595	25,048	24,445	24,673	24,798	24,760	25,376	25,376	25,376	-
5812 District Oversight Fee	-	-	0	-	-	57,546	(17,683)	-	19,931	2,361	1,862	1,841	13,853
	<b>31,479</b>	<b>28,087</b>	<b>28,469</b>	<b>34,965</b>	<b>31,934</b>	<b>106,080</b>	<b>18,287</b>	<b>39,781</b>	<b>59,895</b>	<b>38,620</b>	<b>39,685</b>	<b>39,972</b>	<b>13,853</b>
<b>Interest</b>													
7438 Interest Expense	29	29	14,298	29	29	51,730	29	233	146	4,914	-	-	-
	29	29	14,298	29	29	51,730	29	233	146	4,914	-	-	-
<b>Total Expenses</b>	<b>287,064</b>	<b>387,491</b>	<b>365,297</b>	<b>389,568</b>	<b>366,754</b>	<b>484,026</b>	<b>340,171</b>	<b>348,705</b>	<b>492,752</b>	<b>334,867</b>	<b>329,100</b>	<b>328,846</b>	<b>13,853</b>
<b>Monthly Surplus (Deficit)</b>	<b>(287,064)</b>	<b>(2,901)</b>	<b>(349,314)</b>	<b>7,792</b>	<b>43,142</b>	<b>(64,843)</b>	<b>82,462</b>	<b>24,569</b>	<b>(253,622)</b>	<b>(163,899)</b>	<b>(203,849)</b>	<b>(204,673)</b>	<b>1,373,662</b>
<b>Cash Flow Adjustments</b>													
Monthly Surplus (Deficit)	(287,064)	(2,901)	(349,314)	7,792	43,142	(64,843)	82,462	24,569	(253,622)	(163,899)	(203,849)	(204,673)	1,373,662
Cash flows from operating activities													
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	566,388	88,675	171,778	-	-	-	85,630	(11,471)	11,471	-	-	-	(1,387,515)
Grants and Contributions Rec.	(295,400)	-	2,357	-	-	(11,440)	2,653	17,487	-	-	-	-	-
Due To/From Related Parties	(562)	-	-	-	3,320	-	-	-	-	-	-	-	-
Prepaid Expenses	(132,263)	(16,003)	-	(7,408)	8,043	(2,117)	(5,653)	797	(7,205)	-	-	-	-
Other Assets	(75,000)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	22,827	26,786	(545,050)	(37,450)	(18,366)	(13,244)	27,836	(56,897)	19,698	-	-	-	13,853
Accrued Expenses	45,355	(86,430)	(43,695)	(55,055)	(5,762)	63,845	(60,664)	395	23,515	-	-	-	-
Deferred Revenue	-	-	-	61,163	-	(27,675)	(2,043)	(658)	(30,788)	-	-	-	-
Cash flows from financing activities													
Proceeds from Factoring	-	-	770,700	-	-	1,017,900	-	-	-	245,700	-	-	-
Payments on Factoring	-	-	-	-	(256,900)	(256,900)	(256,900)	(5,801)	-	-	-	-	-
Proceeds from Debt	174,906	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Debt	-	29	29	29	29	29	29	233	146	-	-	-	-
<b>Total Change in Cash</b>	<b>19,186</b>	<b>10,156</b>	<b>6,807</b>	<b>(30,929)</b>	<b>(226,494)</b>	<b>705,555</b>	<b>(126,650)</b>	<b>(25,546)</b>	<b>(242,585)</b>	<b>81,801</b>	<b>(203,849)</b>	<b>(204,673)</b>	
<b>Cash, Beginning of Month</b>	<b>296,089</b>	<b>315,275</b>	<b>325,431</b>	<b>332,237</b>	<b>301,309</b>	<b>74,815</b>	<b>780,370</b>	<b>653,720</b>	<b>628,175</b>	<b>385,589</b>	<b>467,391</b>	<b>263,542</b>	
<b>Cash, End of Month</b>	<b>315,275</b>	<b>325,431</b>	<b>332,237</b>	<b>301,309</b>	<b>74,815</b>	<b>780,370</b>	<b>653,720</b>	<b>628,175</b>	<b>385,589</b>	<b>467,391</b>	<b>263,542</b>	<b>58,868</b>	

Annual Forecast
302,666
79,711
511,107
71,467
71,467
4,468,493
1,464
1,464
2,034,300
(776,501)
174,906
554

Original Budget Total	Favorable / (Unfav.)
298,720	(3,946)
79,725	14
<b>489,046</b>	<b>(22,061)</b>

94,219	22,752
<b>94,219</b>	<b>22,752</b>

4,359,564	(108,929)
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25,314	(23,850)
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Cert.	Instr.
45.4%	81.6%
<b>237,568</b>	<b>81,660</b>

Pupil:Teacher Ratio	
18.88	:1



**Lake View Charter School**

**Budget vs Actual**

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	YTD Actual	YTD Budget	YTD Budget Variance	Total Budget
<b>Revenues</b>							
State Aid - Revenue Limit							
LCFF State Aid	\$ 176,118	\$ 169,020	\$ 7,098	\$ 2,241,918	\$ 2,234,821	\$ 7,097	\$ 3,756,001
Education Protection Account	-	-	-	43,425	43,425	-	86,850
State Aid - Prior Year	72	-	72	(627)	-	(627)	-
In Lieu of Property Taxes	20,647	21,104	(457)	103,811	101,178	2,633	143,386
Total State Aid - Revenue Limit	196,837	190,124	6,713	2,388,527	2,379,424	9,103	3,986,237
Federal Revenue							
Special Education - Entitlement	-	4,862	(4,862)	-	32,228	(32,228)	51,676
Other Federal Revenue	-	-	-	27,675	-	27,675	-
Total Federal Revenue	-	4,862	(4,862)	27,675	32,228	(4,553)	51,676
Other State Revenue							
State Special Education	11,506	24,514	(13,008)	166,721	162,494	4,227	260,550
Mandated Cost	-	-	-	8,238	-	8,238	-
State Lottery	-	-	-	24,714	20,801	3,913	86,416
Prior Year Revenue	-	-	-	1,548	-	1,548	-
Other State Revenue	30,788	-	30,788	33,972	-	33,972	-
Total Other State Revenue	42,294	24,514	17,779	235,194	183,295	51,898	346,966
Other Local Revenue							
Contributions, Unrestricted	-	-	-	10,654	-	10,654	-
Total Other Local Revenue	-	-	-	10,654	-	10,654	-
<b>Total Revenues</b>	<b>\$ 239,131</b>	<b>\$ 219,500</b>	<b>\$ 19,631</b>	<b>\$ 2,662,049</b>	<b>\$ 2,594,947</b>	<b>\$ 67,102</b>	<b>\$ 4,384,878</b>
<b>Expenses</b>							
Certificated Salaries							
Teachers' Salaries	\$ 103,223	\$ 93,876	\$ (9,346)	\$ 930,630	\$ 844,888	\$ (85,742)	\$ 1,126,517
Teachers' Extra Duty/Stipends	8,046	5,100	(2,946)	55,231	45,900	(9,331)	61,200
Pupil Support Salaries	14,297	20,458	6,162	164,184	184,125	19,941	245,500
Administrators' Salaries	25,697	23,917	(1,780)	230,520	215,250	(15,270)	287,000
Total Certificated Salaries	151,262	143,351	(7,911)	1,380,566	1,290,163	(90,403)	1,720,217
Classified Salaries							
Other Classified Salaries	4,637	11,037	6,399	104,857	99,329	(5,529)	132,438
Total Classified Salaries	4,637	11,037	6,399	104,857	99,329	(5,529)	132,438
Benefits							
State Teachers' Retirement System, certificated positions	23,927	26,377	2,449	216,789	237,390	20,601	316,520
OASDI/Medicare/Alternative, certificated positions	281	684	403	6,289	6,158	(131)	8,211
Medicare/Alternative, certificated positions	2,163	2,239	76	20,618	20,148	(470)	26,863
Health and Welfare Benefits, certificated positions	17,620	15,625	(1,995)	175,790	140,625	(35,165)	187,500
State Unemployment Insurance, certificated positions	62	1,421	1,359	8,827	12,079	3,251	14,210
Workers' Compensation Insurance, certificated positions	1,977	2,161	184	17,293	19,453	2,160	25,937
Other Benefits, certificated positions	-	-	-	(1,010)	-	1,010	-
Total Benefits	46,030	48,507	2,477	444,597	435,852	(8,745)	579,242
Books & Supplies							
School Supplies	84,334	28,106	(56,228)	454,998	242,480	(212,517)	301,849
Software	2,716	3,475	759	57,251	31,275	(25,976)	41,700
Office Expense	-	367	367	1,827	3,300	1,473	4,400
Business Meals	-	58	58	-	525	525	700
Noncapitalized Equipment	16,559	4,015	(12,544)	50,276	34,640	(15,636)	43,121
Total Books & Supplies	103,609	36,021	(67,588)	564,353	312,220	(252,132)	391,770
Subagreement Services							
Special Education	54,954	9,183	(45,771)	148,649	82,650	(66,000)	110,200
Other Educational Consultants	45,354	54,671	9,317	141,388	471,666	330,278	587,148
Instructional Services	18,499	18,499	(0)	166,490	166,488	(2)	221,984
Total Subagreement Services	118,808	82,353	(36,454)	456,528	720,804	264,276	919,333
Operations & Housekeeping							
Auto and Travel	-	700	700	-	6,300	6,300	8,400
Dues & Memberships	-	75	75	790	675	(115)	900
Insurance	6,024	1,500	(4,524)	54,216	13,500	(40,716)	18,000
Communications	2,342	125	(2,217)	7,675	1,125	(6,550)	1,500
Postage and Shipping	-	108	108	2,252	975	(1,277)	1,300
Total Operations & Housekeeping	8,366	2,508	(5,858)	64,933	22,575	(42,358)	30,100
Facilities, Repairs & Other Leases							
Other Leases	-	267	267	-	2,400	2,400	3,200
Repairs and Maintenance	-	-	-	463	-	(463)	-
Total Facilities, Repairs & Other Leases	-	267	267	463	2,400	1,937	3,200
Professional/Consulting Services							
IT	-	58	58	-	525	525	700
Audit & Taxes	-	-	-	4,095	-	(4,095)	-
Legal	6,075	400	(5,675)	27,676	3,600	(24,076)	4,800
Professional Development	6,350	258	(6,092)	34,710	2,325	(32,385)	3,100
General Consulting	1,650	158	(1,492)	5,413	1,425	(3,988)	1,900
Special Activities/Field Trips	-	8,030	8,030	9,843	69,280	59,437	86,243
Bank Charges	571	10	(561)	5,948	85	(5,863)	115
Printing	5	10	5	5	85	80	115
Other Taxes and Fees	-	730	730	141	6,205	6,064	8,395
Payroll Service Fee	554	311	(242)	4,815	2,800	(2,015)	3,734
Management Fee	24,760	24,893	133	226,537	224,040	(2,497)	298,720
District Oversight Fee	19,931	3,802	(16,129)	59,794	47,588	(12,205)	79,725
Public Relations/Recruitment	-	125	125	-	1,125	1,125	1,500
Total Professional/Consulting Services	59,895	38,787	(21,108)	378,977	359,084	(19,893)	489,046
Interest							
Interest Expense	146	-	(146)	66,553	76,059	9,506	94,219
Total Interest	146	-	(146)	66,553	76,059	9,506	94,219
<b>Total Expenses</b>	<b>\$ 492,752</b>	<b>\$ 362,831</b>	<b>\$ (129,921)</b>	<b>\$ 3,461,827</b>	<b>\$ 3,318,486</b>	<b>\$ (143,341)</b>	<b>\$ 4,359,564</b>
<b>Change in Net Assets</b>	<b>(253,622)</b>	<b>(143,332)</b>	<b>(110,290)</b>	<b>(799,777)</b>	<b>(723,539)</b>	<b>(76,239)</b>	<b>25,314</b>
Net Assets, Beginning of Period	(324,292)			221,864			
<b>Net Assets, End of Period</b>	<b>\$ (577,913)</b>			<b>\$ (577,913)</b>			

## Lake View Charter School

### Statement of Financial Position

March 31, 2021

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
<b>Assets</b>				
<b>Current Assets</b>				
Cash & Cash Equivalents	\$ 385,589	\$ 296,089	\$ 89,501	30%
Accounts Receivable	5,408	16,465	(11,057)	-67%
Public Funding Receivable	7,246	919,717	(912,470)	-99%
Factored Receivable	(1,012,099)	(295,400)	(716,699)	243%
Due To/From Related Parties	260,901	263,659	(2,758)	-1%
Prepaid Expenses	56,715	(105,093)	161,808	-154%
<b>Total Current Assets</b>	<b>(296,239)</b>	<b>1,095,437</b>	<b>(1,391,676)</b>	<b>-127%</b>
<b>Long-Term Assets</b>				
Deposits	75,000	-	75,000	0%
<b>Total Long Term Assets</b>	<b>75,000</b>	<b>-</b>	<b>75,000</b>	<b>0%</b>
<b>Total Assets</b>	<b>\$ (221,239)</b>	<b>\$ 1,095,437</b>	<b>\$ (1,316,676)</b>	<b>-120%</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 33,644	\$ 607,505	\$ (573,861)	-94%
Accrued Liabilities	147,570	266,067	(118,497)	-45%
Deferred Revenue	-	-	-	0%
Notes Payable, Current Portion	17,488	-	17,488	0%
<b>Total Current Liabilities</b>	<b>198,702</b>	<b>873,572</b>	<b>(674,870)</b>	<b>-77%</b>
<b>Long-Term Liabilities</b>				
Notes Payable, Net of Current Portion	157,972	-	157,972	0%
<b>Total Long-Term Liabilities</b>	<b>157,972</b>	<b>-</b>	<b>157,972</b>	<b>0%</b>
<b>Total Liabilities</b>	<b>356,674</b>	<b>873,572</b>	<b>(516,898)</b>	<b>-59%</b>
<b>Net Assets</b>	<b>(577,913)</b>	<b>221,864</b>	<b>(799,777)</b>	<b>-360%</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ (221,239)</b>	<b>\$ 1,095,437</b>	<b>\$ (1,316,676)</b>	<b>-120%</b>



## Lake View Charter School

### Statement of Cash Flows

For the period ended March 31, 2021

	Month Ended 03/31/21	YTD Ended 03/31/21
<b>Cash Flows from Operating Activities</b>		
Changes in Net Assets	\$ (253,622)	\$ (799,777)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Public Funding Receivable	11,471	912,470
Grants, Contributions & Pledges Receivable	(5,801)	727,756
Due from Related Parties	-	2,758
Prepaid Expenses	(7,205)	(161,808)
Other Assets	-	(75,000)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	19,698	(573,861)
Accrued Expenses	23,515	(118,497)
Deferred Revenue	(30,788)	-
<b>Total Cash Flows from Operating Activities</b>	<b>(242,731)</b>	<b>(85,959)</b>
<b>Cash Flows from Financing Activities</b>		
Proceeds from (payments on) Long-Term Debt	146	175,460
<b>Total Cash Flows from Financing Activities</b>	<b>146</b>	<b>175,460</b>
Change in Cash & Cash Equivalents	(242,585)	89,501
Cash & Cash Equivalents, Beginning of Period	628,175	296,089
<b>Cash and Cash Equivalents, End of Period</b>	<b>\$ 385,589</b>	<b>\$ 385,589</b>

## Lake View Charter School

## Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
10399	Evan-Moor	3/23/2021	VOID
10568	Juni Learning, Inc.	3/23/2021	VOID
10893	Apollo Academy of Music	3/4/2021	\$ 840.00
10894	Charter Impact, Inc.	3/4/2021	6,320.32
10895	Crafty School Crates	3/4/2021	221.38
10896	Discount School Supply	3/4/2021	170.17
10897	E-Therapy, LLC	3/4/2021	417.50
10898	Educational Development Corporation	3/4/2021	83.15
10899	Global Teletherapy	3/4/2021	10,968.00
10900	Hooked on Phonics	3/4/2021	312.83
10901	Institute for Excellence in Writing	3/4/2021	192.18
10902	Jennifer McQuarrie	3/4/2021	121.00
10903	Learning Without Tears	3/4/2021	111.94
10904	LEGO Education	3/4/2021	253.62
10905	North State Ballet LLC.	3/4/2021	685.02
10906	Oak Meadow Inc.	3/4/2021	2,212.00
10907	Provenance	3/4/2021	25,046.24
10908	Reading For Life	3/4/2021	420.00
10909	San Joaquin County Office of Education	3/4/2021	750.00
10910	SPACE	3/4/2021	165.00
10911	Teacher Synergy, LLC	3/4/2021	50.34
10912	Teaching Textbooks	3/4/2021	43.08
10913	Thrive Homeschool Program	3/4/2021	2,825.00
10914	Timberdoodle.com	3/4/2021	2,448.75
10915	Time4Learning	3/4/2021	339.60
10916	Time4Writing.com	3/4/2021	357.00
10917	Verizon Wireless	3/4/2021	768.26
10918	Association of California School Administrator	3/10/2021	115.24
10919	Academics in a Box Incorporated	3/10/2021	167.70
10920	All About Learning Press, Inc.	3/10/2021	315.50
10921	Art of Problem Solving	3/10/2021	144.00
10922	Carrie Morris	3/10/2021	300.00
10923	Charter Impact, Inc.	3/10/2021	347.00
10924	E-Therapy, LLC	3/10/2021	243.00
10925	Earthbound Skills	3/10/2021	2,250.00
10926	Eat2Explore	3/10/2021	164.70
10927	Enid Music	3/10/2021	106.00
10928	Evan-Moor	3/10/2021	70.69
10929	Global Teletherapy	3/10/2021	14,911.00
10930	Growing Healthy Children Therapy Services, Inc.	3/10/2021	630.00
10931	Honest History Co	3/10/2021	75.06
10932	Institute for Excellence in Writing	3/10/2021	300.50
10933	Joshua Hegg	3/10/2021	475.00
10934	LetMe! Technologies	3/10/2021	825.00
10935	Little Passports	3/10/2021	528.60
10936	McColgan & Associates Inc	3/10/2021	2,355.00
10937	MEL Science U.S., LLC	3/10/2021	209.40
10938	Rainbow Resource Center	3/10/2021	168.67
10939	Shooting Stars Tutoring	3/10/2021	3,350.00
10940	Teacher Synergy, LLC	3/10/2021	171.93
10941	Teaching Textbooks	3/10/2021	144.74
10942	Timberdoodle.com	3/10/2021	1,510.44
10943	Wonder Crate	3/10/2021	179.80
10944	Provenance	3/11/2021	36,997.00
10945	8x8 Inc.	3/16/2021	87.08
10946	Apollo Academy of Music	3/16/2021	110.00

## Lake View Charter School

## Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
10947	Barbara J Rice	3/16/2021	845.00
10948	Billie Adkins	3/16/2021	150.00
10949	Chico Art School	3/16/2021	205.00
10950	Clarksville Charter School	3/16/2021	4,291.11
10951	Elizabeth Stoxen	3/16/2021	540.00
10952	Esther Tiedemann Violin Studio	3/16/2021	200.00
10953	Glad Donahue	3/16/2021	150.00
10954	Jessica Coombs	3/16/2021	150.00
10955	Kathryn A Jackson	3/16/2021	450.00
10956	Law Offices of Young Minney & Corr LLP	3/16/2021	550.27
10957	Lindsay Mower	3/16/2021	150.00
10958	Little Passports	3/16/2021	494.84
10959	MEL Science U.S., LLC	3/16/2021	418.80
10960	Outside the Box Creation	3/16/2021	263.68
10961	Procopio, Cory, Hargreaves & Savitch LLP	3/16/2021	2,278.80
10962	Provenance	3/16/2021	53.91
10963	Rainbow Resource Center	3/16/2021	143.58
10964	Reading For Life	3/16/2021	210.00
10965	San Diego State University Research Foundation	3/16/2021	6,350.00
10966	Sara Rose Bonetti	3/16/2021	150.00
10967	School Pathways, LLC	3/16/2021	1,962.33
10968	T-Mobile	3/16/2021	500.00
10969	The Curiosity Collective	3/16/2021	765.00
10970	Thrive Homeschool Program	3/16/2021	275.00
10971	Time4Learning	3/16/2021	180.00
10972	Tori Gillam	3/16/2021	1,020.00
10973	Winship Community School	3/16/2021	7,047.62
10974	Brave Writer LLC	3/24/2021	79.00
10975	Charter Impact, Inc.	3/24/2021	206.50
10976	CharterSafe	3/24/2021	8,002.00
10977	E-Therapy, LLC	3/24/2021	237.00
10978	Feather River Charter School	3/24/2021	7,840.58
10979	Law Offices of Young Minney & Corr LLP	3/24/2021	2,274.50
10980	PresenceLearning, Inc.	3/24/2021	2,228.04
10981	Think Outside, LLC	3/24/2021	461.40
10982	Thrive Homeschool Program	3/24/2021	8,675.00
10983	Evan-Moor	3/24/2021	99.99
10984	Apollo Academy of Music	3/31/2021	160.00
10985	Beautiful Feet Books, Inc.	3/31/2021	32.91
10986	Billie Adkins	3/31/2021	150.00
10987	BookShark	3/31/2021	1,080.46
10988	Brave Writer LLC	3/31/2021	83.85
10989	E-Therapy, LLC	3/31/2021	199.50
10990	Glad Donahue	3/31/2021	150.00
10991	Global Teletherapy	3/31/2021	14,910.50
10992	Growing Healthy Children Therapy Services, Inc.	3/31/2021	50.50
10993	History Unboxed LLC	3/31/2021	346.21
10994	Homeschool Spanish Academy	3/31/2021	739.00
10995	Institute for Excellence in Writing	3/31/2021	300.50
10996	Jennifer McQuarrie	3/31/2021	84.33
10997	Jessica Coombs	3/31/2021	150.00
10998	KiwiCo, Inc	3/31/2021	2,019.81
10999	Learning Without Tears	3/31/2021	192.55
11000	Loana Sparrevohn	3/31/2021	1,411.00
11001	PresenceLearning, Inc.	3/31/2021	6,943.87
11002	Reading For Life	3/31/2021	320.00
11003	Singapore Math, Inc.	3/31/2021	316.38

**Lake View Charter School**

**Check Register**

For the period ended March 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11004	Teaching Textbooks	3/31/2021	95.40
11005	Thrive Homeschool Program	3/31/2021	<u>275.00</u>
<b>Total Disbursements issued in March</b>			<b><u>\$ 213,286.15</u></b>

Lake View Charter School

Accounts Payable Aging

March 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
All About Learning Press, Inc.	904137	9/16/2020	10/16/2020	\$ 144.90	\$ -	\$ -	\$ -	\$ -	\$ 144.90
All About Learning Press, Inc.	906159	3/9/2021	4/8/2021	208.75	-	-	-	-	208.75
All About Learning Press, Inc.	906226	3/15/2021	4/14/2021	159.90	-	-	-	-	159.90
Apollo Academy of Music	857	3/5/2021	4/4/2021	160.00	-	-	-	-	160.00
Apollo Academy of Music	858	3/5/2021	4/4/2021	160.00	-	-	-	-	160.00
Apollo Academy of Music	859	3/5/2021	4/4/2021	220.00	-	-	-	-	220.00
Apollo Academy of Music	867	3/19/2021	4/18/2021	120.00	-	-	-	-	120.00
Apollo Academy of Music	869	3/19/2021	4/18/2021	120.00	-	-	-	-	120.00
Barbara J Rice	111	4/1/2021	5/1/2021	525.00	-	-	-	-	525.00
Barbara J Rice	211	4/1/2021	5/1/2021	320.00	-	-	-	-	320.00
BookShark	31118865	3/11/2021	4/10/2021	350.45	-	-	-	-	350.45
CB Music Studios	16757	3/15/2021	4/14/2021	109.00	-	-	-	-	109.00
Chico Art School	210331-4	3/27/2021	3/27/2021	175.00	-	-	-	-	175.00
E-Therapy, LLC	18153	3/15/2021	4/14/2021	343.00	-	-	-	-	343.00
Educational Development Corporation	DIR8975627	3/15/2021	4/14/2021	22.99	-	-	-	-	22.99
Educational Development Corporation	DIR8975697	3/16/2021	4/15/2021	458.87	-	-	-	-	458.87
Enid Music	1809	3/25/2021	4/24/2021	106.00	-	-	-	-	106.00
Glad Donahue	DONA032521	3/25/2021	3/25/2021	150.00	-	-	-	-	150.00
Great Waters Press	14540	3/6/2021	3/6/2021	28.62	-	-	-	-	28.62
History Unboxed LLC	wc-9793HU	3/23/2021	4/22/2021	66.10	-	-	-	-	66.10
Jessica Coombs	COOM032521	3/25/2021	3/25/2021	150.00	-	-	-	-	150.00
Joshua Hegg	948	3/17/2021	4/16/2021	90.00	-	-	-	-	90.00
Joshua Hegg	951	3/17/2021	5/1/2021	360.00	-	-	-	-	360.00
KiwiCo, Inc	FEB-21-LAKE-2	2/28/2021	4/14/2021	2,212.75	-	-	-	-	2,212.75
KiwiCo, Inc	MAR-21-LAKE-1	3/15/2021	4/29/2021	424.47	-	-	-	-	424.47
Learning A-Z	3503081	3/10/2021	4/9/2021	118.00	-	-	-	-	118.00
Learning Without Tears	INV104405	3/5/2021	4/4/2021	103.12	-	-	-	-	103.12
Learning Without Tears	INV105450	3/25/2021	4/24/2021	3.99	-	-	-	-	3.99
Learning Without Tears	INV105518	3/26/2021	4/25/2021	62.32	-	-	-	-	62.32
Learning Without Tears	INV105577	3/26/2021	4/25/2021	64.54	-	-	-	-	64.54
LetMe! Technologies	ILVC_2102	3/10/2021	4/9/2021	110.00	-	-	-	-	110.00
Lindsay Mower	MOWE032521	3/25/2021	3/25/2021	150.00	-	-	-	-	150.00
Math-U-See Inc.	0697556-IN	3/11/2021	4/30/2021	177.00	-	-	-	-	177.00
Moving Beyond the Page	250763	3/15/2021	4/14/2021	9.86	-	-	-	-	9.86
Moving Beyond the Page	250764	3/15/2021	4/14/2021	25.53	-	-	-	-	25.53
Moving Beyond the Page	250986	3/18/2021	4/17/2021	24.99	-	-	-	-	24.99
Moving Beyond the Page	251157	3/23/2021	4/22/2021	64.25	-	-	-	-	64.25
Oak Meadow Inc.	119039	3/12/2021	4/11/2021	140.00	-	-	-	-	140.00
Oak Meadow Inc.	119293	3/23/2021	4/22/2021	835.00	-	-	-	-	835.00
Press Hill Press dba Well Trained Mind F	53690	3/12/2021	4/11/2021	48.70	-	-	-	-	48.70
Procopio, Cory, Hargreaves & Savitch LL	747721	3/8/2021	3/8/2021	886.60	-	-	-	-	886.60
Provenance	4651	3/12/2021	4/11/2021	245.00	-	-	-	-	245.00
Provenance	4653	3/12/2021	4/11/2021	6,164.40	-	-	-	-	6,164.40
Provenance	4654	3/12/2021	4/11/2021	6,044.40	-	-	-	-	6,044.40
Rainbow Resource Center	3334887	3/8/2021	4/7/2021	83.81	-	-	-	-	83.81
Rainbow Resource Center	3336448	3/9/2021	4/8/2021	255.74	-	-	-	-	255.74

Lake View Charter School

Accounts Payable Aging

March 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Rainbow Resource Center	3336453	3/9/2021	4/8/2021	158.58	-	-	-	-	158.58
Rainbow Resource Center	3336977	3/9/2021	4/8/2021	61.07	-	-	-	-	61.07
Rainbow Resource Center	3336997	3/9/2021	4/8/2021	233.55	-	-	-	-	233.55
Rainbow Resource Center	3341116	3/12/2021	4/11/2021	223.71	-	-	-	-	223.71
Rainbow Resource Center	3343089	3/16/2021	4/15/2021	156.54	-	-	-	-	156.54
Rainbow Resource Center	3344414	3/17/2021	4/16/2021	99.22	-	-	-	-	99.22
Rainbow Resource Center	3344466	3/17/2021	4/16/2021	51.88	-	-	-	-	51.88
Rainbow Resource Center	3344469	3/17/2021	4/16/2021	86.19	-	-	-	-	86.19
Rainbow Resource Center	3344485	3/17/2021	4/16/2021	499.04	-	-	-	-	499.04
Rainbow Resource Center	3351665	3/25/2021	4/24/2021	410.70	-	-	-	-	410.70
Rainbow Resource Center	3353491	3/26/2021	4/25/2021	206.31	-	-	-	-	206.31
Rainwater Music Company	1	3/19/2021	4/18/2021	352.00	-	-	-	-	352.00
Reading For Life	0228	3/7/2021	4/6/2021	210.00	-	-	-	-	210.00
Reading For Life	0230	3/13/2021	4/12/2021	200.00	-	-	-	-	200.00
Reading For Life	0235	3/13/2021	4/12/2021	1,080.00	-	-	-	-	1,080.00
Shane Cammell	210232	3/7/2021	4/6/2021	152.00	-	-	-	-	152.00
Shane Cammell	210249	3/7/2021	4/6/2021	140.00	-	-	-	-	140.00
Singapore Math, Inc.	410402	3/11/2021	4/10/2021	106.72	-	-	-	-	106.72
Singapore Math, Inc.	410432	3/11/2021	4/10/2021	90.37	-	-	-	-	90.37
Starfall Education Foundation	1072-9953-6398	3/22/2021	4/21/2021	35.00	-	-	-	-	35.00
Starfall Education Foundation	7385-7524-2833	3/29/2021	4/28/2021	58.30	-	-	-	-	58.30
Teaching Textbooks	34000	3/9/2021	4/8/2021	75.45	-	-	-	-	75.45
Teaching Textbooks	34177	3/24/2021	4/23/2021	43.08	-	-	-	-	43.08
Teaching Textbooks	34232	3/26/2021	4/25/2021	55.08	-	-	-	-	55.08
The Cottonwood School	3112021LV	3/11/2021	4/10/2021	2,068.81	-	-	-	-	2,068.81
Think Outside, LLC	113011	3/10/2021	4/9/2021	153.80	-	-	-	-	153.80
Think Outside, LLC	113184	3/18/2021	4/17/2021	153.80	-	-	-	-	153.80
Thrive Homeschool Program	358	3/9/2021	4/8/2021	550.00	-	-	-	-	550.00
Thrive Homeschool Program	359	3/15/2021	4/14/2021	275.00	-	-	-	-	275.00
Thrive Homeschool Program	360	3/19/2021	4/18/2021	880.00	-	-	-	-	880.00
Tiffany Ridenour, Art	26	3/8/2021	4/7/2021	720.00	-	-	-	-	720.00
Verizon Wireless	9873923471	2/22/2021	3/14/2021	1,254.75	-	-	-	-	1,254.75
<b>Total Outstanding Payables in March</b>				<b>\$ 33,644.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,644.00</b>

**Lake View Charter School**

***Due (To)/From All Inspire Charter School Locations***

**For the period ended March 31, 2021**

	<b>Account Balance</b>
Due (to)/from Inspire Charter Services	\$ 260,901
<b>Total Due (to)/from Balance</b>	<b><u>\$ 260,901</u></b>

## Coversheet

### Acknowledgment Resolution for the Selling of Additional Receivables to Charter School Capital

**Section:** II. Finance  
**Item:** B. Acknowledgment Resolution for the Selling of Additional Receivables  
to Charter School Capital  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Ack Reso LVCS April 2021.pdf



## LAKE VIEW CHARTER SCHOOL ACKNOWLEDGEMENT RESOLUTIONS

The undersigned, on behalf of Lake View Charter School, a California nonprofit public benefit corporation (the “Company”), hereby certifies that the resolutions set forth below were adopted by the Board of Directors (the “Board”) of the Company, in accordance with Section 5211 (a) of the California Nonprofit Corporation Law and the Bylaws of the Company, at a duly noticed meeting held on April \_\_\_\_, 2021 at \_\_: 0 \_\_.m., Pacific Time via teleconference. A quorum of the Board was present at the meeting. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Acknowledgment Resolution (as defined below).

### Sale of Receivables

WHEREAS, the Company receives and owns and will receive and own from time to time certain receivables or payments due from the State of California, Glenn County, the Glenn County Office of Education, the Glenn County Superintendent of Schools, Lake Elementary School District, the Special Education Local Plan Area (“SELPA”), and/or the United States federal government (in each case, the “Payor”).

WHEREAS, the Company instructs the Payor, pursuant to the Payor’s policies and procedures, as to the location and manner of payment of the Company’s receivables.

WHEREAS, the Board previously authorized the sale of receivables to Charter School Capital, Inc. (“CSC”) and wishes to increase the amount authorized at this time;

RESOLVED: That the Board deems it to be in the best interests of the Company to authorize the Company to sell additional receivables and payments (the “Receivables”) to CSC at a discount to face value in an amount not to exceed the lesser of (i) \$9,400,000.00 of gross receivables value and (ii) \$8,000,000.00 of initial purchase (face value).

RESOLVED FURTHER: That the Company is authorized and directed to sell the Receivables to CSC from time to time pursuant to one or more Receivables Purchase Agreements and related Terms Letters between the Company and CSC, substantially in the form reviewed by the Board, with such changes thereto consistent with these resolutions as an Authorized Officer of the Company shall approve, and including any amendments, supplements or modifications to the foregoing consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That each of Julie Haycock-Cavender, as Executive Director; Lindsay Mower, as President; and Glad Donahue, as Treasurer (such

persons and their duly elected and qualified successors, the “Authorized Officers”) is authorized and directed to execute and deliver, on behalf of the Company, the Receivables Purchase Agreements, the Terms Letters, the Paying Agency Agreements and/or Account Control Agreements, and subject to the limitations set forth herein, such other agreements and other documents and instruments as may be necessary or desirable to effectuate the sale of Receivables contemplated hereby, including, without limitation, agreements or documents as may be necessary to facilitate the sale of Receivables by CSC to an affiliate or third party to finance its purchase of the Receivables, and further including, without limitation, such amendments, supplements or other modifications to any or all of the documents described in this paragraph and consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That the Board of the Company deems it to be in the best interests of the Company to instruct the Payor, in the form provided by CSC, to make the payment of all revenues of the Company administered and paid by the Payor in the manner described in the applicable Receivables Purchase Agreement, the Terms Letter, Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That any two Authorized Officers will execute instructions to the Payor, in the form provided by CSC, directing the payment of all revenues of the Company in the manner described in the Receivables Purchase Agreement, the Terms Letter, the Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That the instructions described in the immediately preceding paragraph will not be altered in any manner nor any other instructions substituted in their place without the prior written approval of the two Authorized Officers and without the express written consent of CSC and that the Payor is to disregard any change in disbursement instructions that are not counter-signed by such two Authorized Officers and CSC.

RESOLVED FURTHER: That the Authorized Officers are, and each of them is, hereby authorized and directed, on behalf and in the name of the Company and subject to the limitations set forth herein, to make all such arrangements, to do and perform all such acts and things, and to execute and deliver all such instruments, certificates and other documents as he or she may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and the transactions contemplated thereby (hereby ratifying and confirming any and all actions taken heretofore and hereafter by such officers to accomplish such purposes).

The foregoing resolutions were passed by a vote of the Board of Directors and adopted at the meeting of the Board of Directors of the Company on the date referred to above, by the following vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\* \* \*

The undersigned certifies further that the foregoing resolutions have not been modified, amended or rescinded and are in full force and effect as of the date hereof.

**LAKE VIEW CHARTER SCHOOL**

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

Name:

Title:

Date: April \_\_\_\_, 2021

# Coversheet

## CDE approved Federal Addendum

**Section:** II. Finance  
**Item:** C. CDE approved Federal Addendum  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Lake View Federal Addendum.pdf

# Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

## LEA name:

Lake View Charter School

## CDS code:

11625960139550

## Link to the LCAP:

*(optional)*

<http://lakeviewcharterschool.org>

## For which ESSA programs will your LEA apply?

Choose from:

### TITLE I, PART A

Improving Basic Programs Operated by State and Local Educational Agencies

### TITLE I, PART D

Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk

### TITLE II, PART A

Supporting Effective Instruction

### TITLE III, PART A

Language Instruction for English Learners and Immigrant Students

### TITLE IV, PART A

Student Support and Academic Enrichment Grants

*(NOTE: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

Title I, Part A  
Title II, Part A  
Title III, Part A

*In the following pages, ONLY complete the sections for the corresponding programs.*

## Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

**The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed,** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Lake View Charter School (LVCS) opened in the fall of the 2019-20 school year. Lake View Charter School is a WASC accredited, non-classroom based public charter school authorized by Lake Elementary School District in Glenn County serving approximately 500 students in Glenn, Colusa, Butte, Lake, Mendocino, and Tehama Counties from transitional kindergarten through 12th-grade. Families select the combination of systems that best suit student learning needs and interests, including Place-Based Learning that immerses students in local cultures, landscapes, and resources to contextualize our curriculum. We take great pride in being able to offer our students flexible personalized learning experiences through our many unique and dynamic programs led by credentialed teachers (when appropriate based on COVID restrictions). Of our approximately 500 students, 50% are socioeconomically disadvantaged, one percent are English Learners, and 2.5% are homeless or foster youth. About 9% of our students have exceptional learning needs. Further, 77% of our students are White, 11% are Hispanic or Latino, 7% are Two or More Races, and 1% are Black.

LVCS Home School Teachers (HST's) are California credentialed teachers who partner with families to nurture, guide and enhance a student's educational needs. A focus of collaboration with academic achievement and the development of the whole child with personalized learning is pivotal.

Since Lake View is a charter school opened in 2019-20 school year it does not have 2018 California Dashboard. However, based on internal data, stakeholders would like to use LCFF and federal funds to focus on expanding our math academic support and providing targeted support to identified subgroups in ELA and Math (LCAP Goal 2.C and 2.D in our 2021-22 LCAP). Using federal funds, we seek to increase student participation and interest in math (LCAP 2.C). Finally, our strategy is to use federal funds to provide academic support to identified student subgroups in ELA and Math (LCAP Goal 2.D in our 2021-22 LCAP). We will do this by broadening our analysis of our assessment data and school performance reports and using our curriculum and intervention coordinators to support our teachers and students.

To improve student performance, we will use federal funds to implement the following strategies:

### Title I, Part A:

- 1) We will supplement our mathematics curriculum and instruction. As described in the previous paragraph, we are keenly aware of our math performance on the Dashboard for all subgroups. For example, we will increase the amount of teacher professional development focused on understanding state academic standards, teacher resources, instructional material, and educational support. Professional development will focus on the standards for mathematical practice, appropriate instructional support, and formative assessments. We will focus on low-income students who are not performing At Standard in math.
- 2) We will supplement our English Language Arts (ELA) curriculum. As described in the previous paragraph, we need to improve our ELA performance, particularly for English Learners. Given the integration of ELA and English Language Development (ELD) standards, we will increase teacher professional development focused on understanding this overlap. Professional development will focus on the standards for ELA and ELD, appropriate instructional support, and formative assessments. We will focus on low-income students who are not performing At Standard in ELA.
- 3) We will supplement strategies intended to facilitate college and career readiness, including partnerships with local colleges and employers. Supplemental strategies include exploring the possibility of establishing work-based internships and establishing agreements for dual enrollment courses.
- 4) Establish a digital library program to provide students an opportunity to develop digital literacy skills and improve academic achievement. A digital library will emulate college approaches to creating centers of technology and information literacy, allowing students to access a vast array of books online and includes English Learner supports such as audiobooks and those written in their native language.

### Title II, Part A

To improve our professional growth and improvement systems for teachers and administrators, we will provide staff training related to formative, diagnostic, and interim assessments. To optimize data produced by diagnostic and interim assessments, it is vital that staff fully understand how to interpret results and modify curriculum and instructional appropriately.

### Title III, Part A

To supplement professional learning to guide and support administrators, coordinators, and teachers in addressing English Learners' academic needs to ensure they gain academic content knowledge and English language proficiency.

## Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

We use our LCAP as the foundation for schoolwide (we are a single school charter) conversation and reflection to ensure our goals and state priorities are aligned and guide our focus. Our LCAP includes actions paid with Title I, II, and III funds. Specifically, LCAP actions that address Local Control



Funding Formula (LCFF) priorities 1, 2, 4, 7, and 8 are aligned with monitoring student performance and achievement outcomes. LCAP actions aligned with LCFF priorities 2,4 and 7 are aligned with career technical and work-based opportunities. Further, we align funding sources such that federally funded actions supplement our state-funded base programs. By integrating addressing state priorities in our LCAP and including both state and federal-funded actions, we build upon success while simultaneously address areas of concern.

## ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

### TITLE I, PART A

#### Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

#### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

#### Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

## TITLE II, PART A

### Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 <i>(as applicable)</i>

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

## TITLE III, PART A

### Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 <i>(as applicable)</i>

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

## ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

## TITLE I, PART A

### Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

## ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

### TITLE I, PART A

#### Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

#### Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

We consider parents/guardians as partners in educating our students. We ensure all school information and reports are provided in a format and language that parents/guardians understand via a digital format that can be translated with the use of technology. We also provide translation as appropriate. We use Zoom, email, phone, and instant messaging to communicate regularly with parents and families regarding school events and student academic progress.

During the 2019-2020 school year, we initiated significant outreach and engagement with families, including surveys and virtual town hall meetings. Our communication with families yielded vital information related to COVID-19 challenges. We continued to proactively engage families during the 2020-2021 school year serving as the foundation of our LCAP. Although we did not receive Title 1 funding last year, we nonetheless ensure that parents/guardians of students who qualify for Title 1

funding are aware of opportunities to participate in advisory, decision-making, and advocacy roles. For example, we proactively and appropriately advertise opportunities to serve on our single-school DELAC. In 2021-22, the parents and guardians of Title I students will continue to be apprised of opportunities to participate in an organized and consistent manner responsive to their demanding schedules. For example, parents/guardians will be invited to plan, review, and improve Title I programs and the Title I parental involvement policy. The Title I policy will be annually distributed in the Parent-Student Handbook and included in the board policy. It will be available on the school website, with hard copies available as needed from the school office. The Parent Involvement Policy is based upon Board Policy and Administrative Regulations to ensure compliance with federal and state regulations. The policy will be updated annually based on the feedback received from our parent advisory group, School Site Council, and ESSA updates.

## **Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

#### Targeted Support Program:

Title I funds are utilized to supplement funds used to support students in meeting our challenging academic standards. A comprehensive needs assessment based on State and local data is used to determine the appropriate use of Title I funds. Each year, we conduct a comprehensive data analysis of student achievement, including multiple student performance measures. At the end of the year, we use the California Assessment of Student Performance and Progress (CAASPP) data to analyze student achievement. To assess student achievement needs on an ongoing, formative basis, the administrators and teachers use benchmark common core standards-based assessments and teacher diagnostics to assess students' mastery of the Common Core Content Standards taught. The needs assessment is included in our charter's process for the cycle of continuous improvement. This process consists of the following elements:

- Analyzing data from the California Dashboard, benchmark, and local assessments
- Identifying evidence-based actions/strategies to impact student outcomes
- Identifying measurable outcomes as a means to evaluate progress toward accomplishing the goal.
- Plan differentiate supports for our students.
- Identify the gaps in performance across student groups, allowing for narrowing gaps and accelerating academic performance.
- Strategies are targeted intensive supports, including academic intervention and support, parent and community engagement, and social-emotional intervention and support.

The school's academic support program includes opportunities for low-performing students to meet academic standards. Our students have access to tutoring services, personalized educational plans, personalized curriculum selections, intervention instructors, virtual academy instructors, Instructional

Administrators, online academic support and instructional materials, technology, curriculum development, academic incentive programs, Career & Technical Education (CTE) Pathways, and college and career preparation, and other evidence-based intervention programs. Parent engagement strategies meet the needs of all students in the school with a specific focus on the lowest-achieving students and student groups who are at risk of not meeting grade-level proficiency. Parent and Community Engagement are provided in our community connections opportunities, parent education meetings, workshops and classes, multiple communication methods, and incentives for engagement. These strategies include counseling, additional teacher Professional Development, parent engagement opportunities, and supplemental curricular materials. Social-Emotional Learning (SEL) classes are provided for students weekly, curriculum development, professional development, parent meetings and training, SEL specialists, and psychologists. Title 1 funding is used to provide more intensive targeted support to close the achievement gap of the students who are considered unduplicated, high need students. Based on the California Longitudinal Pupil Achievement Data System (CALPADS), Home Language Surveys (HLS), Household Data Collection (HDC) forms, and Housing Questionnaires, we can identify students in the greatest need of support. Our identified socioeconomically disadvantaged, English Learners, and Foster youth students are not making adequate progress towards achieving grade-level academic standards. We believe that providing these students with targeted supports will help these students meet academic goals. Targeted intensive supports include academic intervention and support, social-emotional intervention and support, and parent and community engagement.

## **Homeless Children and Youth Services**

### **ESSA SECTION 1112(b)(6)**

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

About two percent of Lake View's student population are homeless or foster youth. We are careful to ensure that none of our homeless students or foster youth experience enrollment delays in school or classes or any other services. When a family is identified as homeless/foster youth, we do not require anything substantive to enroll. Homeless/Foster Youth students will be enrolled and provided a full and equal opportunity to succeed in school and various programs. Enrollment disputes are mediated in accordance with the law, Board policy, and procedure. Further, any family who identifies as homeless/foster youth may continue to enroll in our school should they move out of our district. Our McKinney-Vento Homeless Liaison, in collaboration with school administrators, teachers, and paraprofessionals, will coordinate to monitoring the attendance/engagement of homeless/foster youths, including their academic, behavioral, and social/emotional progress and needs. We will use Title I funds to supplement programs and supports aligned with the McKinney-Vento Homeless Act provisions and ensure that each child of a homeless individual and homeless/foster youth has equal access to the same free, appropriate public education provided to other children and youths. We will provide specific information in outreach materials, websites, and social media platforms notifying parents that the school is open to enroll and provide services to all students, including contact numbers to access additional enrollment information. Our McKinney-Vento Homeless/Foster Youth liaison coordinates with all staff to ensure homeless students are provided with technology, supplies, and counseling to support them academically and social-emotionally. These needs could include academic, attendance, or social-emotional support. In particular, our liaison ensures families of



homeless students are aware of opportunities to adjust graduation requirements (including the impact on college enrollment requirements). In coordination with services provided under the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11301 et seq.), we provides services for homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support 1) Enrollment: Identification of homeless students; enrollment support services for parents and students; immediate enrollment; records retrieval; referrals to immunization clinics & other local services; collaboration with shelters and community agencies; other related services; 2) Attendance: Outreach services to parent/students to promote attendance and reduce chronic absenteeism; coordination with parents and students on attendance issues; 3) Success of homeless children and youths: Access and referrals to Title 1 services and other state and federal programs; coordination with departments to ensure students are receiving comparable services and services for which they are eligible; coordination with parents and students to address attendance, academic, and behavior issues; outreach services and referrals for basic needs and community resources; school and hygiene supplies; and other education support services.

## Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

### THIS ESSA PROVISION IS ADDRESSED BELOW:

We do not plan to use Title 1, Part A funds to support student transitions. Actions related to student transitions are outlined in our LCAP and funded with state LCFF funds. Pertinent LCAP actions ensure all students transition successfully from elementary school to middle school, from middle school to high school, and from high school to postsecondary education and careers. For example, our LCAP actions including increasing the number of Career Technical Education (CTE) Pathways.

## Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

We will use Title I, Part A funds to establish a digital library program to provide students an opportunity to develop digital literacy skills and improve academic achievement. A digital library will emulate college approaches to creating centers of technology and information literacy, allowing students to access a vast array of books online and includes English Learner supports such as audiobooks and those written in their native language.

**TITLE I, PART D**

**Description of Program**

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

**Formal Agreements**

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

**Comparable Education Program**

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**



N/A

### **Successful Transitions**

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Educational Needs**

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Social, Health, and Other Services**

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Postsecondary and Workforce Partnerships**

### **ESSA SECTION 1423(7)**

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Parent and Family Involvement**

### **ESSA SECTION 1423(8)**

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Program Coordination**

### **ESSA SECTION 1423(9–10)**

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Probation Officer Coordination**

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Individualized Education Program Awareness**

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Alternative Placements**

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

# **TITLE II, PART A**

## **Professional Growth and Improvement**

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Title II funds supplement school funds used for professional development for teachers and other school leaders. Professional development is currently focused on closing the achievement gap and improving the performance of underperforming student groups: improving our Multi-Tiered Systems of Support; Universal Design for Learning to help teachers design lessons that engage students of all performance levels; Positive Behavioral Interventions and Supports to decrease disciplinary incidents and increase the amount of time students spend learning; Professional development training for intervention specialists and special education teachers to support students who are not successful in learning to read and current intervention programs; trauma-informed practice to build teacher understanding of how to support students in crisis; professional learning communities where teachers analyze data and plan instructional improvements to increase student success; and new teacher induction to help teachers new to the profession become effective as quickly as possible. We use Title II to support PBIS work in our school, where data shows more support is needed. Some of our staff members are struggling with an effective response to trauma-affected students. We provide PBIS (Positive Behavior Intervention & Supports)/MTSS (Multi-tiered Systems of Support) training with county offices of education and in-house offerings.

**Data used for Planning:**

Our professional development planning begins with analyzing student performance and needs, educators' capabilities and needs, progress in our school, and data about current professional development effectiveness.

Our focus is on equity.

We use internal benchmark data to identify individual students and student groups not meeting expectations in English language arts, mathematics, socio-emotional development, behavior, and progression toward college and career success. Surveys of teachers, conversations with leadership, and observations help us identify areas in which professional development would help teachers meet student needs. We identify needs for our leaders as we analyze school data and identify focus areas for improvement. Our professional development (PD) can be divided into two primary categories: academic/pedagogical/technical and socio-emotional/behavioral. It is important to us to address both areas. Our data shows that it is often socio-emotional factors, not just academic factors, that are interfering with some students' ability to master academic standards and thus our ability to close the achievement gap. An example is our current focus on inclusion, which includes supporting PD in Universal Design for Learning and training in meeting students' socio-emotional needs. Multiple areas must be addressed if our students are to be successful. PD is a work in progress, with more data being made available. We realize that we need to narrow our PD focus and become more systematic and deliberate with implementation to achieve lasting results.

**Content and pedagogy:**

We use teacher surveys to measure our progress in implementing state standards, including the Common Core ELA and math standards, ELD standards, Next Generation Science Standards (NGSS), other California standards. These survey results are reported to the Executive Director and discussed in our leadership meetings. Examples: In math, instructional strategies need work. In NGSS, some teachers have implemented the new standards effectively, but other teachers still need PD on the standards we have planned for the next school year. Additional growth areas that emerge from the data are differentiated instructional approaches such as UDL (Universal Design for Learning). On the socio-emotional side, the staff is learning how to support students in crisis. We are providing training in EverFi and ways to help students calm themselves. We have reviewed the data of our students who are not reading proficiently by the end of second grade, which has led to PD on multi-sensory reading approaches and evidence-based programs to help students before they fall behind begin to think reading is not for them. Design and Structure the school provides our teachers

with a range of learning options. EverFi, our socio-emotional curriculum, has online training that based on teacher feedback and implementation observations is very effective. We provide virtual training sessions and send staff to workshops and conferences when it is safe and available. For our teacher induction program, CTI, the Riverside County Office of Education teacher induction program. CTI is focused on teachers' most essential needs, with embedded structures to help our new teachers focus on high-leverage learning that will have a broad impact on their practice. Collaboration and shared accountability

## **Prioritizing Funding**

### **ESSA SECTION 2102(b)(2)(C)**

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

We are single school charter.

## **Data and Ongoing Consultation to Support Continuous Improvement**

### **ESSA SECTION 2102(b)(2)(D)**

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Professional Development Teacher training is differentiated and matched to career stages. Training for teachers participating in induction might focus on routines and procedures and classroom management at the beginning of the year. More experienced teachers might be focused on practice problems, such as helping all students master operations with fractions in fourth grade. The most significant number of teacher training hours were focused on mathematics, technology, mindfulness, working with trauma-affected students, social emotional support, and PBIS. Mathematics continue to be a significant area of focus for students, along with ELA. There was also a great deal of training for Special Education teachers and general education teachers to develop all students' inclusion. Staff that is new to leadership receives coaching through an administrator coach. The coach supports the new administrator in setting both school and professional growth goals, the pair meets periodically for check-ins. We believe there is excellent value in administrators participating in training alongside their teachers, which frequently happens. Administrators who participate in training are better equipped to support and coach implementation, making the training more effective. Our administrative team acts as a PLC, using executive meetings to analyze our schools and student group data. These sessions also allow the Executive Director to share information about the state's evolving accountability system with school leadership. The process for using data to analyze professional development effectiveness is described in detail above. Our consultation structure is the LCAP process, where we consult with all stakeholders as we develop our plan. Consultation with parents often leads to areas of focus for professional development. An example is a recent meeting of our Parent Advisory Group, where parents talked about wanting information about the path to college earlier. Our families expressed that they value the high school's FAFSA and college applications workshops but think disseminating

that information should start earlier. LCAP and Title I consultation with staff (principal, all teachers, paraprofessionals) and all stakeholders (parents, community members) also adds PD topics to the list. Our team is very open about sharing their struggles and their ideas for training that would be helpful, and the information is beneficial. Our analysis of PD data yields information about what was effective, what was ineffective, and the changes we need to make for the subsequent year. We use that information to plan the PD activities for the next school year. Through the professional learning for teachers described above, both our leadership and training specialists work with groups of teachers using improvement science methods and tools. Each team identifies data sources for the short, medium, and long term. As an example, a long-term measure could be CAASPP or ELPAC results; a medium-term measure could be a unit assessment project-based learning objective. Lastly, a short-term measure could be the specific change idea that teachers decided to try, such as how many students draw a picture to help solve a math problem. Each of these measures is agreed upon by the teacher team trying out the change. The teacher team can then use the data to adapt their plans as needed. We have put most of our staff development into our LCAP, which helps manage funds while also creating a natural place to include a report of PD effectiveness in our Annual Report for that LCAP area. We believe in collaboration as an important strategy. We will invite all stakeholders (school staff (certificated-teachers and classified-paraprofessionals), administrative staff, parents, as well as community partners) and encourage them to participate in various forms of governance and events in our school. Parent leaders assume essential roles in our school as volunteers supporting school programs or different governance structures. All stakeholder groups will be given an opportunity to participate in the monthly District English Learner Advisory Committee (DELAC) and Parent Advisory Committee (PAC). These school groups will provide input into programs and expenses related to federal categorical funding. Our parents' consistent and informed participation will enable meaningful consultation with them as stakeholders. Efforts will be made to encourage the parents of underrepresented and underserved families, like the families of special needs students and homeless students, on the DELAC, and Parent Advisory Committee. In partnership with school staff, parent leaders will develop and approve our school's Title I Parent and Family Engagement Policy and LCAP.

## TITLE III, PART A

### Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

We plan to use Title III, Part A funds to supplement professional development related to English Learner needs. The leadership team, including administrators, will engage in monthly professional learning focused on best practices that are successful with English Learners, such as effective instructional methods and strategies. Best practices are based on evidence-based successful approaches.

Teachers also engage in monthly professional development focused on analyzing data from formative and interim supports and academic support reflection. We take a Professional Learning Community (PLC) approach wherein all teachers are welcome to participate and contribute to professional learning. Teachers are empowered to provide feedback to their colleagues in supporting English



Learner success. Our PLC approach facilitates the identification of instructional successes and needs and thus the adjustment of professional development.

## **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

We do not receive Title III, Immigrant funding.

## **Title III Programs and Activities**

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Our Tier 1 English Language Development (ELD) curriculum (integrated and dedicated) includes a range of information systems (e.g., graphic organizers, diagrams, videos, or other media) and improved language models (e.g., sentence frames and stems) to provide comprehensible input and structure. These instructional supports are aligned with our core instructional approach, emphasizing multiple means of engagement, representation, and expression. We use Title III, Part A funds to supplement our Tier 1 ELD curriculum, including synchronous online leveled designated ELD classes for EL students, additional dedicated ELD, twice a week in 45-minute synchronous sessions, and access to online programs such as BrainPop, MobyMax, and Babble.

## **English Proficiency and Academic Achievement**

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Achieving English proficiency:

We use various tools available to retrieve achievement data on the ELPAC and CAASPP. School Student information system's (Pathways) dashboard make relevant data available to all staff with multiple data points reported, including English learner progress. These dashboard assists us in identifying students who are not making expected progress for early identification and intervention. Each school year and throughout the year, our teachers are presented with relevant data on their students, including English learners. Our school staff reviews the data and determines the intervention levels required for students not making satisfactory growth. During collaborative meetings, teachers analyze grade-level data to collectively determine students' needs and devise strategies, including English learners' interventions. Teachers and other staff meet regularly to track student progress, including English learners, and adjustments are made in levels of instruction needed and appropriate instructional strategies. Our English Language Learner Coordinator monitors English learner student progress regularly, establishes the need(s) for direct instruction or curricular changes as needed. Communication between the Coordinator and staff is frequent and specific to English learner students who are not making progress. The Coordinator identifies English learner students who are at-risk of becoming Long term English learners (LTELs) or are already considered LTEL. In collaboration with Intervention Coordinators and ELD teachers, the Coordinator devises a plan for each LTEL and at-risk LTEL, including appropriate placement, instructional materials, supplemental materials, communication with parents, and graduation requirements for high school students. This plan is implemented and revised as needed to ensure student growth. Our expectation is that English learner students will progress by at least one level each year on the ELPAC. For EL students scoring at the lowest level, level 1, the assessment means that they should reach English proficiency and be eligible for reclassification within 4 to 5 years. Progress for English learner students on the ELPAC assessment is monitored annually with the expectation that all EL students will show at least one growth level. For those EL students who do not show growth, the Coordinator helps identify these students and collaboratively devises an individual learning plan tailored to EL student's need. The English Language Learner Coordinator has processes to monitor English learner students and ELs who have been reclassified. We examined each EL and reclassified (RFEP) student's progress three times a year. Data (grades, CAASPP scores, benchmark scores, ELD assessment data) and feedback are gathered from teachers, Intervention Coordinators, Special Education staff, and other support staff. To ensure that teachers monitor their EL student's progress, the EL Coordinator reviews the progress monitoring reports. This review process provides the school leadership with information about which ELs are not making progress and require modifications in instruction, in materials used, and other interventions that might be needed. Progress monitoring forms are provided to parents also to support at-home activities to assist EL students. The progress monitoring forms, when completed, are forwarded to the Coordinator, who reviews each one and then collaborates with staff to modify instruction and interventions to ensure EL student success as necessary. Of particular importance in this process are long-term English learners (LTEL). Frequent monitoring of long-term ELs by the school helps LTEL students make satisfactory English progress to be eligible for reclassification. English learner students who become LTELS present a tough challenge in determining how we can move these students to English proficiency. The effects of being an LTEL are far-reaching as they affect these students through high school and beyond. Teachers frequent monitoring LTEL students and we have data-driven monitoring meetings at least three times or more per year to focus on our LTEL students. The result is a comprehensive plan to move LTEL students toward English proficiency.

## **TITLE IV, PART A**

### **Title IV, Part A Activities and Programs**

ESSA SECTION 4106(e)(1)



Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

We do not receive Title IV funds.

# Coversheet

## Discussion and Potential Action on Bylaws and Board Terms

**Section:** III. Governance  
**Item:** A. Discussion and Potential Action on Bylaws and Board Terms  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Lake View - Second Amended Bylaws.pdf

### BACKGROUND:

The Lake View Board voted in June of 2020 to amend the Bylaws so that the Board Members will serve 2-year terms which are staggered. The entire Board is in coming up on the first year of their 2-year term.

### RECOMMENDATION:

This item is being presented to the Board for planning purposes because the Board will need to address the staggering of terms at some point.

## **SECOND AMENDED BYLAWS**

**OF**

## **LAKE VIEW CHARTER SCHOOL**

### **a California Nonprofit Public Benefit Corporation**

#### **ARTICLE I**

##### **OFFICES**

Section 1. **PRINCIPAL OFFICE.** The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more offices in the State of California, the board of directors shall likewise fix and designate a principal office in the State of California.

Section 2. **OTHER OFFICES.** The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the activities of the corporation may require.

#### **ARTICLE II**

##### **OBJECTIVES AND PURPOSES**

The specific objectives and purposes of this corporation shall be to operate one or more California public charter schools.

#### **ARTICLE III**

##### **NONPARTISAN ACTIVITIES**

The corporation has been formed under the California Nonprofit Public Benefit Corporation Law (the "Law") for the public, nonprofit, nonpartisan, and charitable purposes described in its articles of incorporation. Notwithstanding any other provision in these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"), or (b) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

#### **ARTICLE IV**

##### **DEDICATION OF ASSETS**

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Article III above and in the articles of incorporation of this corporation. No

part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

## **ARTICLE V NO MEMBERS**

Section 1. NO MEMBERS. The corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

Section 2. AUTHORITY VESTED IN BOARD. Any action that otherwise requires approval by a majority of all members, or approval by the members, requires only approval of the Board. All rights that would otherwise vest under the Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

Section 3. ASSOCIATES. The corporation may use the term “members” to refer to persons associated with it, but such persons shall not be corporate members within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law.

## **ARTICLE VI DIRECTORS**

Section 1. POWERS. Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all of the other officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation and to make such rules and regulations that are consistent with law, the articles of incorporation, and these bylaws, as they deem to be appropriate and in the best interests of the corporation.

(c) To adopt, make, and use a corporate seal; and to alter the form of such seal.

(d) To borrow money and to incur indebtedness on behalf of the corporation, and to cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

(e) To change the principal executive office or the principal office in the State of California from one location to another; to cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside the State of California; and to designate any place within or outside the State of California for the holding of any board of directors meeting or meetings.

(f) To make donations for the public welfare or for community funds, hospital, charitable, educational, scientific, civic, religious, or similar purposes.

(g) To act as a trustee under any trust incidental to the principal objects of the corporation, and to receive, to hold, to administer, to exchange, and to expend funds and property subject to such trust.

(h) To receive endowments, devises, bequests, gifts, and donations of all kinds of property for its own use, or in trust, in order to carry out or to assist in carrying out, the objects and purposes of the corporation and to do all things and acts necessary or proper to carry out each and all of the purposes and provisions of such endowments, devises, bequests, gifts, and donations with full power to mortgage, sell, lease, or otherwise to deal with or dispose of the same in accordance with the terms thereof.

(i) To sell any property, real, personal, or mixed, owned by the corporation at any time, and from time to time upon such terms as the board of directors may deem advisable, at public or private sale, for cash or upon credit.

(j) To retain sums received by the corporation uninvested, if, in the discretion of the board of trustees, such sums cannot be invested advantageously.

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

(l) To invest funds received by the corporation in stocks, bonds, mortgages, loans, whether secured or unsecured, or other investments as the board of directors shall deem advisable.

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be no less than three (3) and no more than five (5), unless changed by amendments to these bylaws, with the actual number to be determined from time to time by a resolution or motion of the board. Directors shall be elected by a vote of a majority of directors then in office. The board of directors shall consist of at least three (3) directors unless changed by an amendment to these bylaws.

Section 3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. In accordance with the California Corporations Code, no more than 49 percent of the persons serving on the board of directors may be "interested persons" (as defined in this Section 3). An "interested person" is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation, if any, paid to a director as director; or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. Spouses of staff are ineligible to serve as a member of the board of directors to avoid any conflicts of interest under Government Code section 1090. The board of directors and designated staff members are required to follow the recusal processes identified in the Government Code sections 1091 and 1091.5, and the Political Reform Act (Government Code sections 87100, *et seq.*).

Section 4. TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Each director shall hold office for two (2) years, which terms shall be staggered. A director may serve multiple terms of service. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under the Law, Chapter 2, Article 3; and (c) the increase of the authorized number of directors.

Section 5. DIRECTOR SELECTION. New directors shall be selected in the sole discretion of the majority of the board at the time of selection. The board will endeavor to advertise any director vacancies on its website and to the school community. Current board members may also recommend potential new directors to the board. The board will accept applications to fill available vacancies. The board is not obligated to select any applicant if, in the board's sole discretion, it does not believe the applicant possesses the requisite skills, availability, demeanor, etc., suitable for the director position even if that means the position will remain vacant. At least one member of the board of directors will be a community member or a parent of Lake View Charter School student.

Section 6. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president, or the secretary, or to the board of directors. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board may designate a successor to take office as of the date when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

Section 7. REMOVAL OF DIRECTORS. Any director may be removed at any time by a majority vote of directors then in office, with or without cause.

Section 8. VACANCIES. Vacancies on the board shall be filled by the vote of a majority of directors then in office. Each director so elected shall hold office until expiration of the term of the replaced director, if mid-term, and for the term if voted in at the beginning of a new term.

Section 9. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Any meeting of the board of directors may be held at any place within the county in which the greatest number of pupils who are enrolled in the School reside that has been designated from time to time by resolution of the board or in the notice of the meeting. In the absence of such designation, meetings shall be held at the principal executive office of the corporation. Any meeting, annual, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another and a majority of the members are within the county in which the greatest number of pupils who are enrolled in the School reside. All such directors shall be deemed to be present in person at such telephonic meeting. Prior written notice of any and all such meetings of the board of directors shall be provided to the directors at least seventy-two (72) hours prior to the time of the holding of the meeting.

Section 10. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors. At such annual meeting, officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors.

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code sections 54950, *et seq.*, as said chapter may be modified by subsequent legislation. This Act requires that at least 72 hours before a regular meeting, and 24 hours before a special meeting, the Board of Directors or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 11. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board or a board majority.

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail, postage prepaid, or telegram, charges prepaid, or electronic transmission, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least twenty-four (24) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to the person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director.

Section 12. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 13 below. Every act or decision done or made by the board of directors requires a vote of the majority of the acting board of directors subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors).

Section 13. WAIVER OF NOTICE; CONSENT. Notice of a meeting required by the Corporations Code need not be given to any director who, either before or after the meeting, signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of meeting shall also be deemed given to any director who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that director. Notice of all meetings shall be given in accordance with the requirements of the Ralph M. Brown Act, California Corporations Code sections 54950, *et seq.*

Section 14. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting shall be given in the same manner as provided for special meetings, unless notice is waived as provided for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the adjourned meeting was held within 24 hours after the time of the adjournment.

Section 15. FEES AND COMPENSATION. Directors and members of committees shall receive no compensation for their services; provided however, that directors and members of



committees may receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services if compensation is awarded by the board of directors.

## **ARTICLE VII COMMITTEES**

Section 1. **COMMITTEES OF DIRECTORS.** The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to such committees shall be by a majority vote of the directors then in office. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, shall be advisory only.

Section 2. **MEETINGS AND ACTION.** Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections 8 (place of meetings and meetings by telephone), 9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), 13 (adjournment) and 14 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws. If required by law, committee meetings shall be held in accordance with the Ralph M. Brown Act, California Government Code sections 54950, *et seq.*

## **ARTICLE VIII OFFICERS**

Section 1. **OFFICERS.** The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or the chairman of the board.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VIII, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the activities of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board will in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article VIII.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of the corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and

when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors and committee meetings, and the proceedings thereof.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on the death, resignation, retirement, or removal from office of the chief financial officer.

## **ARTICLE IX INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES**

Section 1. DEFINITIONS. For the purposes of this Article IX, the definition of the terms “agent”, “proceeding”, and “expenses” shall be governed by Section 5238 of the Code.

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

(a) Any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General of California.

Section 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article IX or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article IX, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article IX by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article IX.

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

(a) It would be inconsistent with a provision of the articles of incorporation, bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article IX; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Code.

## **ARTICLE X RECORDS AND REPORTS**

Section 1. MAINTENANCE OF CORPORATE RECORDS. The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. Every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors within 120 days of the corporation's fiscal year end. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;

(d) The expenses or disbursements of the corporation for both general and restricted purposes; and

(e) Any information required by Section 5 of this Article X.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

**Section 5. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** As part of the annual report to all directors, the corporation shall annually prepare and mail or deliver to each director within 120 days after the corporation's fiscal year end, a statement (described below) of any transaction or indemnification (i) in which the corporation was a party and (ii) in which an "interested person" had a direct or indirect material financial interest, if any such transaction occurred. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include the following information:

(a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;

(b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and

(c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Section 5238(e)(2) of the Code.

## **ARTICLE XI GENERAL MATTERS**

**Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS.** All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.



Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and neuter, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the Law, the Law, or to the Code shall be deemed to be those in effect from time to time.

## **ARTICLE XII AMENDMENTS**

The board may adopt, amend, or repeal bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these bylaws will require a majority vote of the directors then in office; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.



**CERTIFICATE OF SECRETARY**

The undersigned, being the duly elected and acting Secretary of Lake View Charter School, a California nonprofit public benefit corporation, does hereby certify that the foregoing First Amended Bylaws constitute the bylaws of this corporation as duly adopted at the meeting of the Board of Directors of Lake View Charter School on June 17, 2020.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 17th day of June, 2020.

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Billie Adkins, Secretary

# Coversheet

## Discussion and Potential Action on Board Meeting Calendar for the 2021-2022 School Year

**Section:** III. Governance  
**Item:** B. Discussion and Potential Action on Board Meeting Calendar for the  
2021-2022 School Year  
**Purpose:** Vote  
**Submitted by:**

**BACKGROUND:**

Every year in the spring the Board needs to consider and approve a board calendar for the following year.

**RECOMMENDATION:**

This item is being presented to receive feedback from the Board on the following items:

- Keeping the board meetings on Wednesday at 5:00 pm.

# Coversheet

## Executive Director Evaluation Update

**Section:** III. Governance  
**Item:** C. Executive Director Evaluation Update  
**Purpose:** FYI  
**Submitted by:**

**BACKGROUND:**

The Executive Director is evaluated by the board annually. The Executive Director's evaluation will take place in closed session at the May board meeting. Prior to the May board meeting, the Executive Director will send the self-evaluation and staff feedback to the board for review.

# Coversheet

## English Learner Master Plan 2020-2021

**Section:** IV. Academic Excellence  
**Item:** A. English Learner Master Plan 2020-2021  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EL Master Plan - Lake View.pdf

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# ENGLISH LEARNER MASTER PLAN 2020-2021

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## Master Plan for Services to English Learners

### **2020-2021**

Lake View Charter School aims for outstanding programs for all our students. English Learners have enormous challenges but also have the opportunity to develop the asset of bilingualism within a global community. They face the double task of learning the challenging state standards and mastering a new language.

To make sure we reach optimal results for English Learners we developed this Master Plan to ensure that they learn English, have full access to a challenging academic curriculum, and that they build the multicultural proficiency that is necessary in today's complex and challenging world. This plan is a practical guide for all staff to ensure that we provide consistent, coherent services to each and every English Learner in our school. We are all expected to follow the plan, and it provides specific ways for us to hold ourselves accountable for obtaining optimal results.

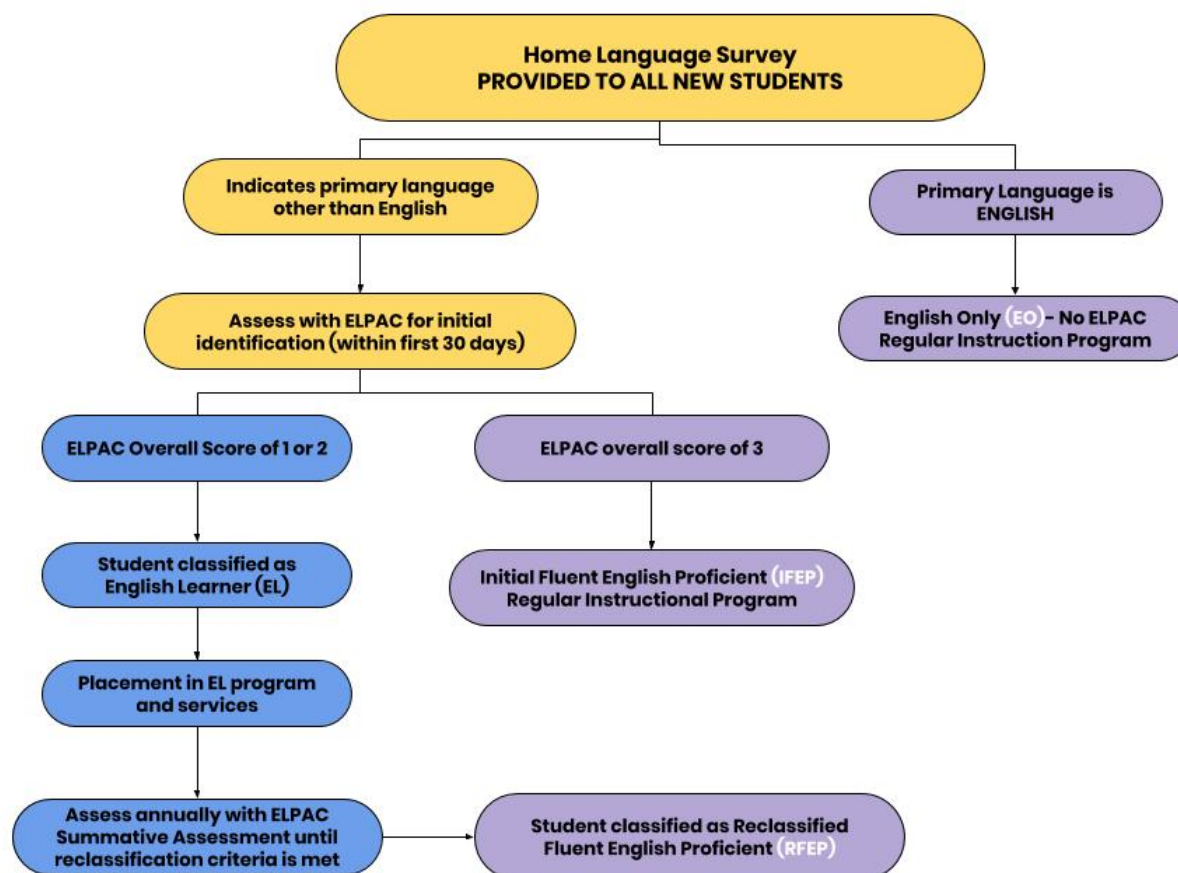
This plan describes how we identify, serve and support students who initially enroll in our school with limited proficiency in the English language. The plan sets forth six goals for this work:

1. English Learner (EL) programs will be fully implemented.
2. Parents of English Learners and Reclassified Fluent English Proficient Students (RFEPs) will participate meaningfully in their children's education.
3. English Learners will master the English language as efficiently and effectively as possible.
4. English Learners will achieve academic success comparable to English Only (EO) students.
5. English Learners and Reclassified Fluent English Proficient Students will be at no greater risk for school failure than English Only Students.
6. Form an English Learners Advisory Committee to foster a better involvement of EL parents, thereby increasing academic achievement of the EL population, advise the School Board, principal, and EL Coordinator, on issues pertaining to English Learners (ELs), assist in the development of the school's needs assessment and Language Census Report, and provide input on formal school plans, such as WASC self study and LCAP.



**Identification Tools:**

- Home Language Survey upon enrollment
- Additionally, look in CALPADS and cumulative folders



**Step 1: Registration, including Completion of the Home Language Survey**

Upon enrollment, parents complete a Home Language Survey or HLS as required by state law. This survey is completed the first time the parent enrolls the child in Lake View Charter School and the results are maintained thereafter in the charter school’s student information system and the English Learner folder in the child’s cumulative record (CUM).

If the answers to Items 1, 2, 3 on the HLS are “English”, the child is classified as English Only or EO. The parent is notified of the result and is given an explanation of the placement options open to the student. The default option is Mainstream English.





If Item 1, 2, or 3 on the Home Language Survey is answered with a language other than English, the child is tested for English proficiency. (Continue to Step 2)

However, if the parent’s response to the first three questions on the HLS is English, and the response to the fourth question is other than English, then reasonable doubt may exist as to the student’s home language. If there is evidence of significant non-English exposure, then the pupil must be administered the state English language proficiency assessment, currently known as the English Language Proficiency Assessments for California (ELPAC). The parent will be consulted by a certificated staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the child.

**NOTE:** When reasonable doubt is established, the school must annotate the HLS to document the reasons for ELPAC administration. The school administrator/designee must sign and date the annotations provided.

The parent has the right to amend the HLS at any time. However, if the student has already been administered the initial ELPAC, any changes to the HLS will not affect the student’s official language classification. If the parent amends the HLS prior to initial ELPAC administration, the school must honor the changes made while continuing to take reasonable doubt into consideration, given the probable impact of the change relative to the parent’s or student’s observed linguistic behavior.

Parents who enroll their child in Pre-Kindergarten must complete the HLS as part of the enrollment process. The first HLS (e.g., Pre-K) on file for a student supersedes all HLS forms completed at later times. Therefore, the answers provided on the **initial** HLS are documented permanently in CALPADS.

Assessment		
Initial ELPAC	Within 30 days of enrollment: pending possible extension from the state.	July 1-May 30
Initial ELPAC score report and Notification Letter will be mailed, after testing. See Appendix 1		
Summative ELPAC	Given to current EL students	Feb 1- May 30

## Step 2: English Language Proficiency Assessment

State regulations require that if the student’s Home Language Survey indicates that a language other than English is used at home in Item 1, 2, or 3, the student’s English language



proficiency level must be assessed and given the results (pending an extension from the state) within 30 calendar days of initial enrollment.

The ELPAC is a standardized language proficiency test designed to measure the English proficiency of non-native speakers in four areas: Listening, Speaking, Reading and Writing. The child receives a score for each part of the test that is taken (Listening, Speaking, Reading, and Writing) as well as an overall score. The score types include scale scores and proficiency levels.

School staff calculates a preliminary score for the purpose of determining the default program and placement options. These results, including proficiency level results for each subtest, are communicated to the parent on the Parent Notification of English Language Testing Form. The assessment is also forwarded by the EI Coordinator for official scoring. These official results override the informal scoring if the scores differ. The official results are sent to the parent within 30 days of receipt by the school. ELPAC results are maintained in the student’s English Learner folder inside the cumulative folder, and in the school’s student information system for future use in the monitoring of student progress and in the program evaluation.

If an Individual Education Plan (IEP) team has determined that a student is unable to take all or part of the ELPAC, the student will be given a California Department of Education (CDE) approved alternative assessment.

The School will annually assess the ELP and academic progress of each English learner. The School shall administer the ELPAC summative assessment during the annual summative assessment window.

When administering an initial or summative ELPAC assessment to a pupil with a disability, the School shall provide designated supports or accommodations, in accordance with the student’s individualized education plan (IEP) or Section 504 plan. When a student’s IEP or Section 504 plan specifies that the student has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the listening, speaking, reading, and writing domains, the student shall be assessed in the remaining domains in which it is possible to assess the student.

When a student’s IEP team determines that the student has a significant cognitive disability such that the student is unable to participate in the initial or summative assessment, or a Section of either test, even with resources, the student shall be assessed as specified in the student’s IEP.

On the basis of the English language assessment, students are classified as either English Learner (EL) or Initially Fluent English Proficient (IFEP).

**Criteria for reasonable fluency in English**

Level	Description
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<p><b>Initial Fluent English Proficient [IFEP]</b></p>	<p>Students at this level have <b>well developed</b> oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the <i>2012 California English Language Development Standards, Kindergarten Through Grade Twelve (2012 ELD Standards)</i>.</p>
<p><b>Intermediate English Learner</b></p>	<p>Students at this level have <b>somewhat developed to moderately developed</b> oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways in a range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire “Expanding” proficiency level and to the lower range of the “Bridging” proficiency level as described in the <i>2012 ELD Standards</i>.</p>
<p><b>Novice English Learner</b></p>	<p>Students at this level have <b>minimally developed</b> oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the <i>2012 ELD Standards</i>.</p>

**NOTE:** Students classified as IFEP are not eligible to receive EL services and will receive grade-level instruction in an instructional program designed for Native-English and Fluent-English speakers.



IFEP Students - The parents of IFEP students are informed of the results and given the same program options as those given EO students- the default program is Mainstream English. Placement is made on the same basis as for EOs.

*English Learners* proceed to primary language assessment. Parents of ELs will be notified each year of their child's current language classification along with the annual assessment results. A student will remain an EL until he or she has met the criteria for reclassification.

### **Parent Notification**

- Results of assessments
- Student Placement

### **Step 3: Parent Notification of Results**

#### **Parent Notification of Initial Assessment Results and Program Placement**

Parents of students (ELs and IFEPs) who are administered the **initial** ELPAC will receive official notification informing them of their child's:

- Initial English language proficiency level and how it was assessed
- Official language classification
- Instructional program placement

In addition to the above, parents must also receive information regarding the:

- Various instructional program options, educational strategies, and educational materials to be used in each program
- Reclassification, or program exit, criteria
- Instructional program for ELs with a disability (with an IEP) and how such a program will meet the objectives of the IEP
- Expected rate of graduation for ELs

#### **Parent Notification of Annual Assessment Results and Program Placement**

##### **Program Placement/Instructional**

- **English Language Mainstream (ELM)**—A classroom setting for English learners who have acquired reasonable fluency in English, as defined by the school district. In addition to ELD instruction, English learners continue to receive additional and appropriate educational services in order to recoup any academic deficits that may have been incurred in other areas of the core curriculum as a result of language barriers.
- **Core Instruction in English**



- **Daily Leveled ELD** for 30 – 60 minutes based on the student need and level independently at home through BrainPop ELL program with teacher monitoring progress.
- **SDAIE** strategies/vocabulary development will be embedded in curriculum and enhanced with teacher support in person or during online sessions. (SDAIE Strategies for English Learner Intervention is attached).
- Monitor student progress and evaluate programs regularly.
- Designated ELD Direct Instruction Classes—via a virtual online platform.
- **BrainPop ELL**- brings English language learning to life in your classroom! To help you make the most of this product, explore this rich collection of support resources, from ELL-specific graphic organizers and action images to learning strategies, lesson plans, vocabulary activities, and more. Proficiency-based English language learning program appropriate for all ages, at no cost to students.
- **Reading Eggs**- provides a comprehensive range of research-based online reading lessons, activities and books that teach children aged 2–13 the literacy skills needed for a lifetime of reading success. The comprehensive reading program is grounded in solid educational research and covers the five pillars of reading – phonics, phonemic awareness, vocabulary, comprehension, and fluency. Provided with a minimal cost.
- Mathseeds/Mathletics- It is a comprehensive online mathematics program for children aged 3-13. It offers a vast range of carefully structured lessons and activities that build mathematical skills over a broad range of numbers, shapes, and measurement topics. This program can be used for intervention in math. This eligibility is dependent on their STAR360 scores and is only given to students who score in the yellow intervention or red urgent intervention categories.
- In addition, any other school-provided online programs.

#### Step 4: Program Placement

The following process is used to identify the most appropriate program for the English Learner. ELPAC results indicate whether the student is *reasonably fluent in English* or not.

The criteria for reasonable fluency in English are the same as the criteria for “Probably English Proficient” in the ELPAC Scoring Guide. They include:

1. Student’s *overall* proficiency level is Early Advanced or higher, *and*
2. Proficiency in *each* skill area is Intermediate or higher. The skill areas are Listening, Speaking, Reading, and Writing (Kindergarten through 12th grade).

If the child is *reasonably fluent in English* by these criteria, then the default placement is the *mainstream English program*. Additional support services may be recommended, as appropriate. The child will normally continue in this placement until reclassified. Support services in the mainstream program must include English Language Development and may include one or more of the following:

- Content instruction using SDAIE strategies



- Specialized instruction by an English Learner Development teacher
- Participation in Benchmark, Strategic, or Intensive interventions in variety of setting based on student need
- McGraw Hill Flex Curriculum (EL supports based on Level)

### **AT RISK EL STUDENTS & LTEL's (Long Term English Learners)**

Lake View will annually run a list of the at risk ELs ( 4-5 years as an EL) and our LTELs (6+ years as EL) and work with HSTs to strongly encourage the following supports:

- \* Automatic access to BrainPop ELL
- \*Virtual Reading Comprehension virtual classes offered by qualified instructors
- \*Reading Horizons option
- \*ELD Support Class option
- \*School's EL designee will collaborate with HSTs and parents to determine best practices to encourage and support each student to show English fluency and be able to reclassify

### **STAFFING**

Per state and federal law all teachers of our EL students hold a valid CA teaching credential with authorization to instruct English Learners. This CLAD or English Learner authorization is met through coursework completion, passing scores on the 3 CTEL examinations. EL students are not assigned to teachers who have not yet earned this authorization, or, as in the case of a new teacher, with a preliminary credential, who is still working to clear their credential. Lake View will:

- Ensure appropriate assignments of teachers for English Learners
- Recruit qualified EL certified teachers through position postings
- Assure that teachers hold proper California Teacher Credentialing (CTC) authorizations
- Provide opportunities for teachers who do not hold appropriate certification to enroll in training

### **PROFESSIONAL DEVELOPMENT FOR STAFF AND ADMINISTRATORS ON INITIAL IDENTIFICATION, PLACEMENT, AND RELATED PARENTAL RIGHTS/INFORMED CONSENT**

Lake View Charter School is committed to providing ongoing annual professional development for administrators and staff, including special education teachers and staff, on legal requirements and school procedures relating to the implementation of the identification and placement requirements of this *English Learner Master Plan*, including but not limited to:

- Initial identification
- Placement options and procedures
- Communicating assessment results to families effectively



- Parental rights and informed consent regarding initial identification and placement, including the parental exception waiver process.

Those who must participate in the training include but are not limited to: administrators, teaching staff, counselors, Enrichment Center staff, staff members who work with ELs' student records, office staff members responsible for registration, special education teachers, paraprofessionals and specialists, and other support staff as necessary. The training places special emphasis on sensitivity to parents, including how to make parents feel welcome, and how to ensure that they are truly informed and able to take an active role in the process of determining the appropriate instructional program for their child.

The professional development offered will be designed to improve the instruction and assessment of ELs; designed to enhance the ability of teachers, principals and other school leaders to understand and implement curricula, assessment practices and measures and instructional strategies for ELs; effective in increasing the student's English language proficiency or substantially increasing the teacher's subject matter knowledge, teaching knowledge and teaching skills as demonstrated through classroom observation.

## **INITIAL ELPAC-ELAS CORRECTION POLICY AND PROCESS**

Local Educational Agencies are allowed to make one correction per student per lifetime to an English Language status. This process can be used if a parent/guardian or certificated employee of the LEA requests a review of the student's classification on the basis of the results of the Initial ELPAC. Typically, the process will be used if a parent/guardian or certificated employee can provide evidence that a student who was classified as English Learner (EL) after taking the Initial ELPAC should be classified as Initially Fluent English Proficient (IFEP). This process must occur before the first administration of the Summative ELPAC starting in February.

If a student was tested with the initial ELPAC and was designated EL but, based on evidence and observation, you feel that they are proficient in English, the HST can request a status correction to IFEP (Initially Fluent English Proficient).

1. HST submits the Google Survey--ELAS Correction Request for Initial ELPAC; found in the EL Resources Folder.
2. If the request is approved for further review, HST will receive an Evidence Form and info sheet.
3. HST and family review the examples of possible evidence for student's grade span.
4. HST and family gather appropriate, grade-level evidence in all domains to illustrate student's English Language Proficiency





5. Complete the Evidence Form, signed by HST and Parent, then email, along with evidence, the EL Coordinator.

## **RECLASSIFICATION**

Lake View Charter School reclassifies EL students to Reclassified English Fluent Proficient (RFEP) at the point when specialized language and academic support services are deemed no longer needed for ELs to be successful in their educational program at a level commensurate to non-ELs. This decision is made using criteria that include assessment of English language proficiency using the ELPAC, Smarter Balanced Assessment Consortium (SBAC) or California Alternative Assessment (CAA) scores in English-Language Arts, teacher evaluation, and parent consultation.

Once ELs are reclassified, they retain RFEP status for the rest of their educational careers. However, the academic progress of RFEP students must be monitored for a minimum of four years, as required by state and federal guidelines, and if their continued linguistic and academic performance declines or stalls, interventions are provided to ensure that these students reach and maintain grade level academic proficiency. A full description of the reclassification process is detailed below.

ELPAC proficiency level, in addition, common, grade-level standards-based assessments and English language development (ELD) assessments are examined to determine if the student is able to function at a level commensurate with his or her English-speaking peers.

### **Reclassification Policy, Criteria, and Process:**

Lake View Charter School's Director of ELD, in conjunction with teacher input, will specifically evaluate students who are potentially qualified for reclassification. This will occur upon release of ELPAC scores by the state.

Per California Department of Education recommendations and requirements, EL Reclassification will be based on the following four criteria:

- 1) ELPAC Score - Student must have an Overall Performance Level score of 4 (the statewide standardized ELP criterion), with no more than one subscore of 2.
- 2) Teacher Evaluation - Student progress as observed by the teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.





- 3) Parent Opinion and Consultation - Parents will be invited to and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
- 4) English Language Proficiency - EL student’s English language proficiency will be compared with that of an English Proficient Student. This will take the form of the AR STAR Assessment **or** SBAC scores. The cut score requirements/criteria are indicated in the chart below.
- ~~5) Math Proficiency- EL students should be performing at or above grade level in math-  
-Student should perform at standard nearly met on SBAC math and/or have a  
-Min. Math score for STAR 360 that is provided in the chart, per grade level.~~

Grade	Minimum ELA SBAC Score	Minimum Reading Score on STAR360	Minimum Math SBAC Score	Minimum Math Score on STAR360
TK/K	-n/a	50	-n/a	n/a
1st	-n/a	74	-n/a	240
2 <sup>nd</sup>	-n/a	182	-n/a	396
3 <sup>rd</sup>	Standard nearly met	323	Standard nearly met	482
4 <sup>th</sup>	Standard nearly met	424	Standard nearly met	567
5 <sup>th</sup>	Standard nearly met	525	Standard nearly met	634
6 <sup>th</sup>	Standard nearly met	626	Standard nearly met	699
7 <sup>th</sup>	Standard nearly met	713	Standard nearly met	736
8 <sup>th</sup>	Standard nearly met	847	Standard nearly met	767
9 <sup>th</sup>	-n/a	925	-n/a	780
10 <sup>th</sup>	-n/a	981	-n/a	782
11 <sup>th</sup>	Standard nearly met	1026	Standard nearly met	803
12 <sup>th</sup>	-n/a	1141	n/a	817



Updated 3/25/2021 Criterion 4 for EL Master Plans					
Grade	SBA (ELA) Performance Level		Star Reading (Star Enterprise Scale Score)		Star Early Literacy (Star Enterprise Scale Score)
TK/K	n/a		78	or	631
1	n/a		166	or	776
2	n/a		338		N/A
3	Standard nearly met	or	445		N/A
4	Standard nearly met	or	531		N/A
5	Standard nearly met	or	600		N/A
6	Standard nearly met	or	692		N/A
7	Standard nearly met	or	773		N/A
8	Standard nearly met	or	858		N/A
9	n/a		919		N/A
10	n/a		958		N/A
11	Standard nearly met	or	993		N/A
12	n/a		1080		N/A

### Process

1. The ELD coordinator will complete the Reclassification Form for students who meet the first criteria. (Appendix 2).
2. Form will then be sent to the teacher for further input and completion of grades, test scores, etc.
3. If a student meets criteria 1, 2, and 4, a Parent Notification Letter of Reclassification will be sent to the parents, inviting them to a phone conference where they can consult with the Director of ELD and/or teacher, and their child. See Appendix 3
4. At this point, if everyone is in agreement, student is then redesignated RFEP.



5. If a student has not met criteria 1, 2, or 4, they will remain EL and will be reevaluated the next school year.

## RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES

The reclassification criteria and process are the same for Special Education students being considered for reclassification, except in those cases where the IEP team feels that the student's disability, more so than a language barrier, is the reason why the student is not qualifying for reclassification. In such cases, it is the responsibility of the IEP team, case carrier, or teacher to initiate contact with the Director of ELD to consider the alternative reclassification criteria and form. The IEP team, to include parent and the Director of ELD, will discuss and complete the form. If the student is found to meet these criteria, he/she will then be reclassified to RFEP and four-year monitoring will commence, as with all other RFEP students. See Appendix 4

### RFEP Monitoring

Per the California Department of Education requirements, once a student is reclassified as RFEP, they are no longer required to take the summative ELPAC, but there is a requirement for four years of continued monitoring of that student.

Lake View Charter School will monitor RFEP's curriculum, interventions and assessments quarterly. RFEPs will also have a formal **yearly monitoring check** each year over the four years, using the Reclassification Monitoring form. Below is the RFEP Monitoring Schedule, based on student last name:

## Annual RFEP Monitoring Schedule

Student's Last Name	Monitoring Month, Annually for Four Years	Student's Last Name	Monitoring Month, Annually for Four Years
A-C	October	M-O	February
D-F	November	P-R	March
G-H	December	S-V	April
I-L	January	W-Z	May



If at any point the student is scoring below grade level, intervention measures will be put in place, so as to ensure that the student is receiving as much support as possible, toward maintaining English language proficiency and academic growth. See Appendix 5

## INITIAL ELPAC NOTIFICATION LETTER

To the parent(s)/guardian(s) of: <Last\_Name>, <First\_Name> Date: <Date\_Testing\_Completed>

SSID: <SSID> Date of Birth: <Date\_of\_Birth> Grade: <Tested\_Grade>

**Dear Parent(s) or Guardian(s):** When your child enrolled in our school, a language other than English was noted on your child's Home Language Survey. The law requires us to assess your child and notify you of your child's proficiency level in English. In California, the name of the test is the Initial English Language Proficiency Assessments for California (ELPAC). This letter also explains the criteria for a student to exit, or reclassify out of, the English learner program. (20 United States Code Section 6312[e][3][A][i],[v],[vi])

### Language Assessment Results

See enclosed Student Score Report

**Based on the results of the English language proficiency assessment, your child has been identified as an <Calculated\_ELAS> student.**

### Program Placement

If your student was identified as **IFEP**, he/she is assigned to a regular academic program, will not need to participate in an English language instructional support program, will not be designated as an English Learner (EL student), nor will he/she need to take the ELPAC exam again. Please note, that this does not change your student's homeschool teacher.

If your student was identified as an **English Learner (EL)**, he/she has been assigned to an appropriate English language instructional support program based on the results. The goal of this program is to help your child become proficient in English and succeed in the school's academic curriculum. Instructional support is added by your child's teacher as needed, according to the ELPAC results. Please note, that this does not change your student's homeschool teacher.





### Exit (Reclassification) Criteria

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's exit (reclassification) criteria are listed below.

(20 U.S.C. Section 6312[e][3][A][vi])

Required Criteria (California <i>Education Code [EC]</i> Section 313[f])	LEA Criteria <b>Lake View Charter School EL Master Plan</b>
English Language Proficiency Assessment	Overall Performance Level score of 4 (the statewide standardized ELP criterion) with no more than one subscore of 2 in the domains of reading, writing, listening and speaking.
Teacher Evaluation	Student progress as observed by teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
Parental Opinion and Consultation	Parents will be invited to and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
Comparison of Performance in Basic Skills	EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores.



## Intervention and Support Options

In addition to the instructional support provided by your homeschool teacher, Lake View Charter School offers MTSS and other programs to help your student with their English fluency and academic achievement goals through a multi-tiered system of supports (MTSS).

### **Response to Instruction and Intervention through the Multi-Tiered System of Supports (MTSS)**

The school will provide intervention for all students TK-12. The following descriptors provide an overview of specific interventions to support ELs. Intervention for Long Term ELs is the responsibility of the Home School Teachers as well as the entire intervention team.

**Tier 1 intervention:** Provided until proficiency goal is reached

- The general education teacher begins and/or provides Tier 1 level supports on a class/roster-wide basis. Additionally, the teacher ensures that the students are working in an evidence-based curriculum. To complement the evidence-based curriculum, parents and students have access to high quality, school created direct instruction video libraries. The video libraries meet the needs of academic intervention and success. Video libraries are also offered for speech production, stuttering (fluency) and spoken language. These video libraries educate the parents/learning coach on developmental milestones. They also guide the parent/learning coach or HST specifically on how to support the student within the general education program with strategies they can start using immediately.

**Tier 2 Intervention:** Provided for students who have not yet reached proficiency through Tier 1 interventions

- Tier 1 plus online Interventions, as well as video libraries and direct instruction offered through Tier 2.
- Long Term ELs will continue to receive intensive intervention during direct virtual English Language Development instruction.
- Students receive direct virtual instruction.

**Tier 3 Interventions:** Provided for students who have not reached proficiency through Tier 2 strategies

- Tiers 1 and 2 Interventions, plus
- Direct Individual virtual instruction and intervention program
- Long Term ELs receive additional small group direct virtual or one-on-one assistance during the virtual intervention instruction.
- Long Term ELs receive additional intervention through an online program

**Tier 4 Intervention:** Provided for students who have not reached proficiency through previously administered intervention strategies

- Students who do not show progress after a designated time will be recommended to a Student Study Team with possible recommendation for Special Education testing.

### **Additional Online Programs:**

1. **BrainPop**—BrainPOP ELL brings English language learning to life in your classroom! To help you make the most of this pr ELL is organized in three levels, corresponding to beginning, intermediate, and advanced. Each level consists of six units, and each unit includes five movies with associated features. We recommend that absolute beginners start with the first Level 1,



Unit 1 movie. oduct, explore this rich collection of support resources, from ELL-specific graphic organizers and action images to learning strategies, lesson plans, vocabulary activities, and more.

2. **Curriculum supplemental support**—check with student’s chosen curriculum platform, as some have a built-in ELD/intervention component. For example, Edgenuity students can access MyPath.
3. **MathSeeds/Mathletics**—It is a comprehensive online mathematics program for children aged 3-13. It offers a vast range of carefully structured lessons and activities that build mathematical skills over a broad range of numbers, shapes and measurement topics. This program can be used for intervention in math. This eligibility is dependent on their STAR360 scores and is only given to students who score in the yellow intervention or red urgent intervention categories
4. **Reading Horizons**--When a student is more than 2 grade levels behind in ELA. This is also a great support for EL students
5. **Learning Ally**—this program is an audiobook program that reads books to students so that they can hear what it should sound like, as it is read by an English fluent person.
6. **Reading Eggs**--instructs students in the five core literacy areas outlined by the National Reading Panel as essential components of reading instruction. These include: Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension. It develops essential reading skills in a progression that will take a non-reader through to a grade 2 reading level.





## Evidence Form

Initial ELPAC Correction: Correcting ELAS from EL to IFEP

**HST Name:** \_\_\_\_\_

**Student Name:** \_\_\_\_\_

**SSID:** \_\_\_\_\_ **Scope:** \_\_\_\_\_

**List of evidence attached:**

Reading	Writing
Listening	Speaking

**Additional teacher comments and observations:**

**Teacher Signature:** \_\_\_\_\_

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

**Parent Signature:** \_\_\_\_\_

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

**Final Outcome:**    Student ELAS will be corrected to IFEP:    Yes                      No



**EL Coordinator:** \_\_\_\_\_

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

Complete all information below and email along with evidence documentation to the EL Designee.

## English Language Learner Reclassification Form

<b>Student Name:</b>	<b>Grade:</b>
<b>Teacher Name:</b>	<b>Date:</b>

### 1. ELPAC Scores

### 2. English Language Proficiency/ Academic Performance

Overall Score		Comparison Data	English	Mathematic
Subscores: Reading		Grades/Progress Indicators		
Writing		SBAC Scores		
Listening		STAR360 Scores		
Speaking		Other		

### 3. Teacher Evaluation

### 4. Parent Opinion



**Final Outcome:** Student will be reclassified:    Yes                  No

Teacher Signature:

EI Coordinator:

\_\_\_\_\_

\_\_\_\_\_

Parent Signature:

Official RFP Date:

\_\_\_\_\_

\_\_\_\_\_



## Parent Notification Letter of Reclassification

Date:

Dear Parent/Guardian of \_\_\_\_\_

State and federal laws require all school districts in California to give a state assessment of English proficiency each year to every student who is identified as an English Learner. The assessment is called “English Language Proficiency Assessments for California (ELPAC).” The results of the ELPAC help to measure how each student is progressing toward proficiency in English in the areas of listening, speaking, reading, and writing.

Your child has been given the ELPAC for this year. Scores are in and based on your child’s performance on this test, your child may be Reclassified as Fluent English Proficient (RFEP). In addition to the ELPAC scores, criteria used to make this decision include:

- an evaluation of your child’s academic performance by the teacher,
- your child’s English proficiency as measured by Smarter Balance Assessment (SBAC), Star 360 and/or iReady assessment
- your opinion as the parent/guardian regarding your child’s proficiency in English and readiness to be reclassified.

You are invited to contact me on the number below for a phone conference, so that we may discuss and decide on your child’s readiness and overall qualification for reclassification. Questions regarding the ELPAC or your child’s results may be directed to me as well.

We urge you to make this contact and hold this conference as soon as possible. Together we can make decisions that are in the best interest of your child.

Sincerely,

Jaimie Chapman  
English Learner Designee  
Lake View Charter School  
[jaimiec@inspireschools.org](mailto:jaimiec@inspireschools.org)



## English Language Learner RFEP Monitoring Form

Student Name:	Grade:	Evaluation Interval: Year 1                      Year 3 Year 2                      Year 4
Teacher Name:	Date:	RFEP Date:

Academic Achievement		
	English	Mathematics
<b>Classroom Grades</b>		
<b>SBAC Scores</b>		
<b>STAR 360 Scores</b>		
<b>Other</b>		

Was academic performance satisfactory? Yes No

Are intervention strategies necessary? Yes No

Target Intervention (if required)		
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):

**Additional Comments/Information**





## Reclassification Form For English Learners with Disabilities

Student Name:	Grade:
Teacher Name:	Today's Date:
Primary Disability:	Date of last IEP:
Secondary Disability	

1. **Indicate which assessment the student took:** ELPAC \_\_\_\_\_ Alternate Version \_\_\_\_\_

**2. ELPAC Scores**

**3. English Language Proficiency/ Academic Performance**

Overall Score			Comparison Data	English	Mathematic
Subscores: Reading			Grades/Progress Indicators		
Writing			SBAC Scores		
Listening			STAR360 Scores		
Speaking			Other		

4. Has student met language proficiency criteria as assessment by ELPAC? Yes \_\_\_ No \_\_\_

5. Does the IEP/reclassification team believe the student's disability impedes the student's ability to demonstrate English proficiency on the ELPAC? Yes \_\_\_ No \_\_\_

6. **If so, in which domains?** Reading \_\_\_\_\_ Writing \_\_\_\_\_ Listening \_\_\_\_\_ Speaking \_\_\_\_\_



**Provide an explanation below by using the following criteria to help determine if factors other than English Language Proficiency are responsible for limited achievement on the ELPAC and/or ELA:**

\_\_\_\_\_ Student's performance is commensurate with the student's ability, due to the student's learning disability.

\_\_\_\_\_ Student's performance is commensurate with that of peers who have a similar learning disability and are NOT English Learners.

\_\_\_\_\_ Student's errors are indicative of the student's disability versus a language barrier.

\_\_\_\_\_ Other/also:

**7. Was an English proficiency goal written into the student's IEP?**

Yes \_\_\_\_ No \_\_\_\_

**8. Did the student meet the English proficiency goal?**

Yes \_\_\_\_ No \_\_\_\_

**9. Is it the belief of the IEP/reclassification team that the student has reached an appropriate level of English proficiency and should be reclassified?**

Yes \_\_\_\_ No \_\_\_\_

**10. Teacher Evaluation**

**11. Parent Opinion**





--

**Final Outcome:** Student will be reclassified:      Yes \_\_\_      No \_\_\_\_\_

<b>Teacher Signature:</b>	<b>EL Coordinator</b>
<b>Parent Signature:</b>	<b>Official RFEP Date:</b>
<b>Case Carrier:</b>	<b>IEP Team Member:</b>
<b>IEP Team Member:</b>	<b>IEP Team Member:</b>

# Coversheet

## Local Control and Accountability Plan (LCAP) Update

**Section:** IV. Academic Excellence  
**Item:** B. Local Control and Accountability Plan (LCAP) Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** LCAP and ELO Board Presentation #2 Lake View.pptx

# LAKEVIEW CHARTER SCHOOL

High School CCI  
LCAP

Expanded Learning Opportunities  
(ELO) Grant

April 28, 2021





# HIGH SCHOOL

Shannon Breckenridge



# CCI Indicator

## State Measures

**Six** state measures allow for comparisons across schools and districts based on information collected statewide.

- High School Graduation Rate
- Academic Performance
- Suspension Rate
- English Learner Progress
- College/Career Readiness
- Chronic Absenteeism

Results are presented for all districts, schools, and defined student groups (e.g., racial groups, low income, English learners, homeless, foster youth, students with disabilities).

Schools and districts receive one of five color-coded performance levels on each of the six state measures.



The performance level (color) is based on current and prior year data.

Goal: Improve the percentage of our students who are deemed “Prepared.”



How Is It Judged?



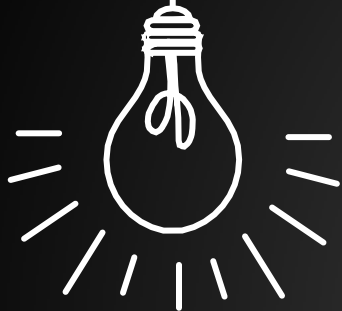
## College/Career Readiness

The College/Career measure shows how well local educational agencies (LEAs) and schools are preparing students for likely success after graduation. Only graduates can be classified as Prepared or Approaching Prepared. For schools and LEAs to demonstrate success on this state measure, high school graduates must meet at least one of the criteria in the Prepared level.

PREPARED	APPROACHING PREPARED	NOT PREPARED
<ul style="list-style-type: none"> <li> <b>Smarter Balanced Summative Assessments:</b> Score of Level 3 "Standard Met" or higher on both English language arts/literacy (ELA) and mathematics</li> <li> <b>Advanced Placement (AP) Exams:</b> Score of 3 or higher on two AP exams</li> <li> <b>International Baccalaureate (IB) Exams:</b> Score of 4 or higher on two IB exams</li> <li> <b>College Credit Courses:</b> Two semesters or three quarters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded</li> <li> <b>State Seal of Biliteracy (SSB):</b> SSB awarded and score of Level 3 or higher in ELA on the Smarter Balanced Summative Assessments</li> <li> <b>Leadership/Military Science:</b> Two years of Leadership/Military Science, score of Level 3 or higher in ELA or math, and Level 2 "Standard Nearly Met" or higher in other subject area</li> <li> <b>University of California (UC) and California State University (CSU) a-g requirements:</b> Complete a-g course requirements with a grade of C- or better plus one of the Additional Criteria from the box below</li> <li> <b>Career Technical Education (CTE) Pathway:</b> Pathway completion with a grade of C- or better in the capstone course plus one of the Additional Criteria from the box below</li> </ul> <div style="border: 1px solid green; padding: 5px; margin-top: 10px;"> <p><b>Additional Criteria</b></p> <ul style="list-style-type: none"> <li> Smarter Balanced Summative Assessment Scores:                             <ul style="list-style-type: none"> <li>• Level 3 or higher on ELA and at least a Level 2 in mathematics, or</li> <li>• Level 3 or higher on mathematics and at least a Level 2 in ELA</li> </ul> </li> <li> One semester/two quarters of College Credit Courses with a grade of C- or better in academic/CTE subjects</li> <li> Score of 3 on one AP exam or score of 4 on one IB Exam (for a-g requirement only)</li> <li> Completion of CTE Pathway (for a-g requirement only)</li> </ul> </div>	<ul style="list-style-type: none"> <li> <b>Smarter Balanced Summative Assessments:</b> Score of Level 2 "Standard Nearly Met" on both ELA and mathematics</li> <li> <b>College Credit Courses:</b> One semester or two quarters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded</li> <li> <b>UC and CSU a-g requirements:</b> Complete a-g course requirements with a grade of C- or better</li> <li> <b>CTE Pathway:</b> Pathway completion with a grade of C- or better in the capstone course</li> <li> <b>Leadership/Military Science:</b> Two years of Leadership/Military Science</li> </ul>	<p>Did not meet any of the measures or did not graduate.</p>
<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>Criteria Key</b></p> <ul style="list-style-type: none"> <li> Assessment</li> <li> Coursework</li> </ul> </div>		

For more information, please visit the California Accountability Model & School Dashboard web page at <https://www.cde.ca.gov/ta/ac/cm/index.asp>.

October 2018

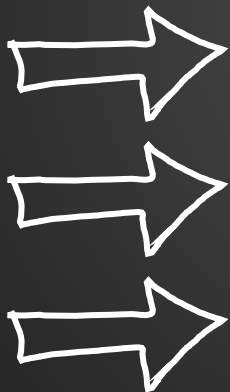


Here's What  
We're Doing...





# 21-22 School Year...NEXT Steps



Update the IGP process to include CCI

Free 9th - 12th counselor advisory courses

Continued training & communication



# Opportunities for Growth

CTE &  
Internships

Expand HSVA classes with credentialed CTE teachers & Internships for capstone courses.

AP

Gain authorization with College Board to offer AP testing.

Certificate of  
Biliteracy

Add AG World Languages I-IV to our catalog.

Military &  
Leadership

Offer HSVA courses in these areas to meet the 2-year requirement.

College  
Courses

Continue with concurrent enrollment and develop dual enrollment opportunities.

# STAKEHOLDER ENGAGEMENT



# Parent Feedback



How concerned are you about your child's mental well-being?



Is the school effective in strengthening and promoting academic achievement of all students?



How effective is the school in providing a safe, healthy, and engaged learning environment for all students?

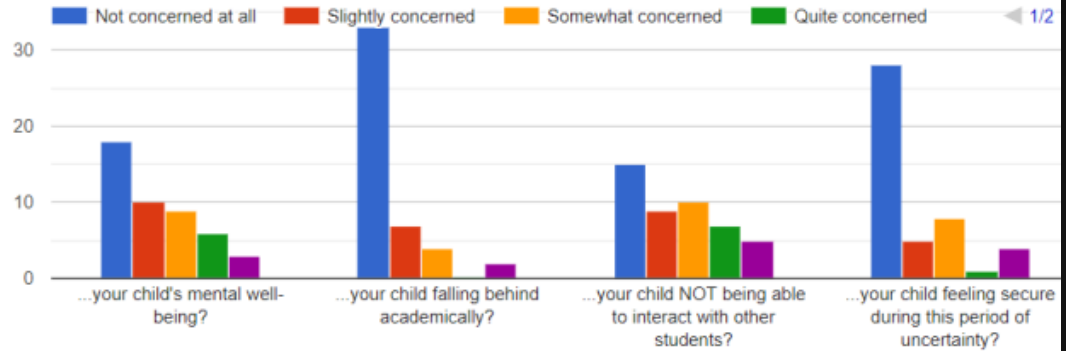


Is the school effective in providing information on how to help your child plan for college and career after high school?



These are some concerns  
parents may have raised  
about their children as a  
result of the novel  
Coronavirus (COVID-19).

### How concerned are you about....



# Student Feedback: Grades 4th- 12th



I feel safe and connected to my school.



My school provides me with the materials I need to learn such as textbooks and learning materials to meet my educational needs.



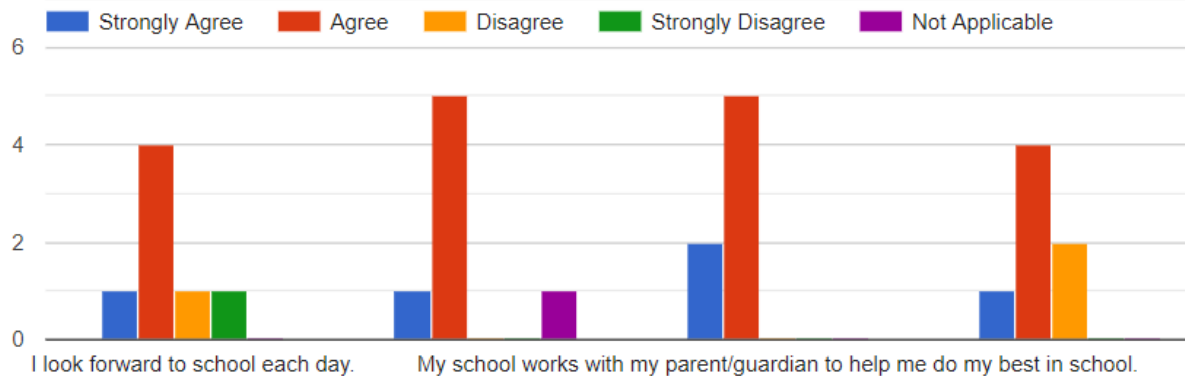
My school works with my parent/guardian to help me do my best in school.



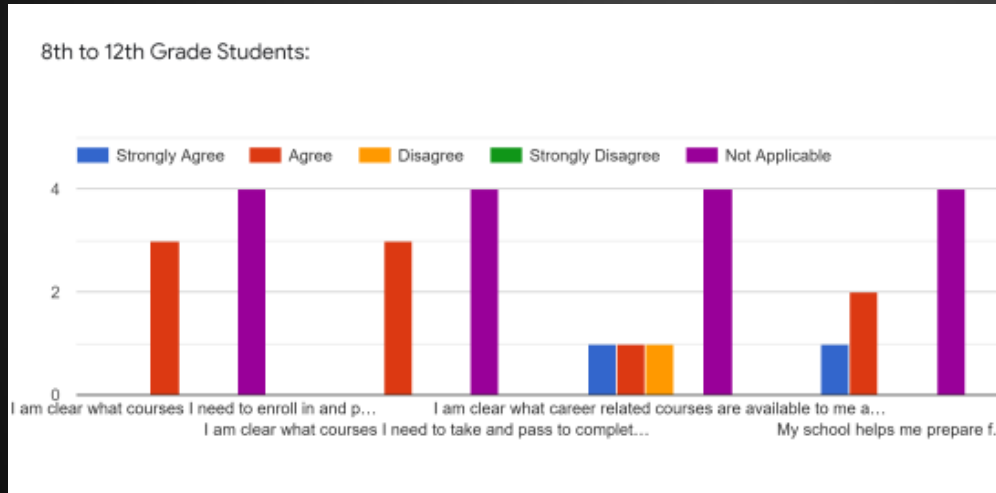
# Student Feedback Grades 4th-12th



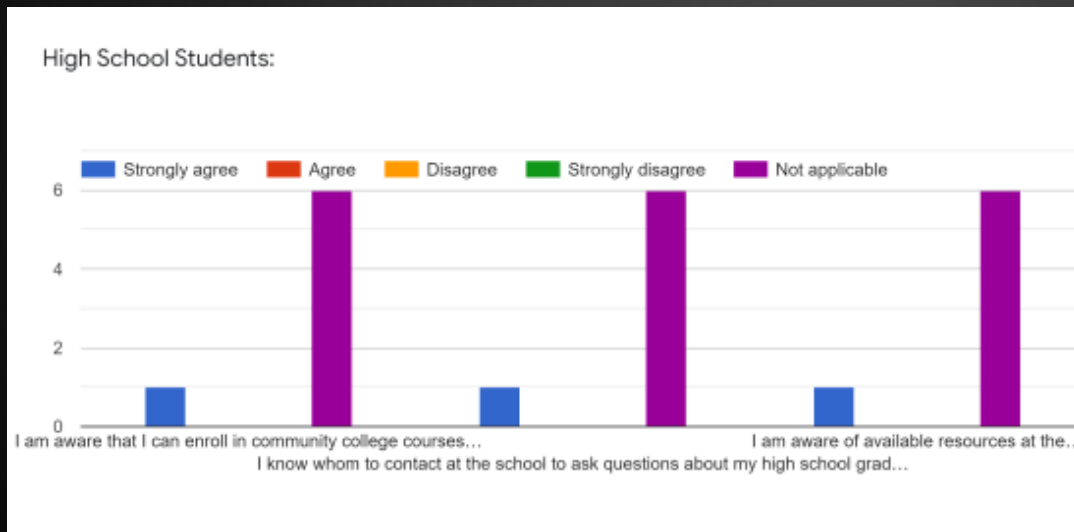
## General Questions:



# Feedback from 8th-12th Grade Students



# Feedback from High School Students





# Staff Feedback



Which state priorities should be the focus of school resources?



Course Access (Student access to broad course of study) 68%



Basic Services (Teacher credentials, instructional materials) 64%

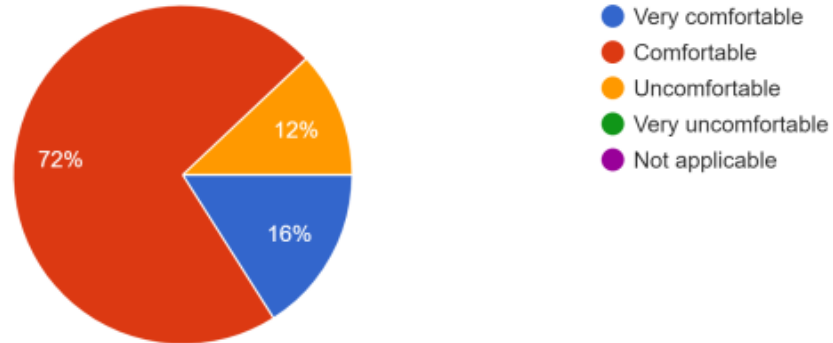


Parent Involvement ( Efforts to seek parent input and participation) 44%

# Staff Feedback to the Question:



What is your overall comfort level in implementing the California Standards (ELA, History/Social Science, Math, NGSS, PE/Health, WorldLanguage, VAPA) that you are responsible for teaching?  
25 responses



# Goal #1

LVCS will continue to develop plans, and utilize data to strengthen student achievement for all students.



## ACTIONS:

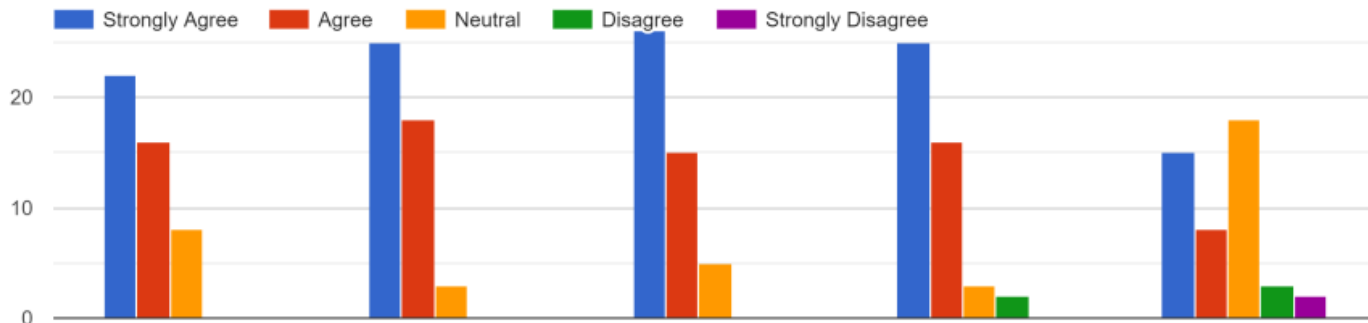
1. Professional Learning related to student learning needs, particularly for English learners, foster youth, students who qualify for free or reduced lunch, and students with disabilities
2. Implement and assess formative and interim assessments
3. Increase the number of live/synchronous classes/workshops for Elementary level grades
4. Purchase additional technology
5. Hire certificated staff to provide online/synchronous instruction, programs and support.
6. Purchase resources to support Student Services Department





# Parent Feedback for Goal #1

How strongly do you agree or disagree that this school been doing the following things during the school year?



to operate is contingent on a positive performance on the annual state assessments commonly known as the CAASPP



## Goal #2

LVCS will promote a safe, healthy, and engaged learning environment for all.

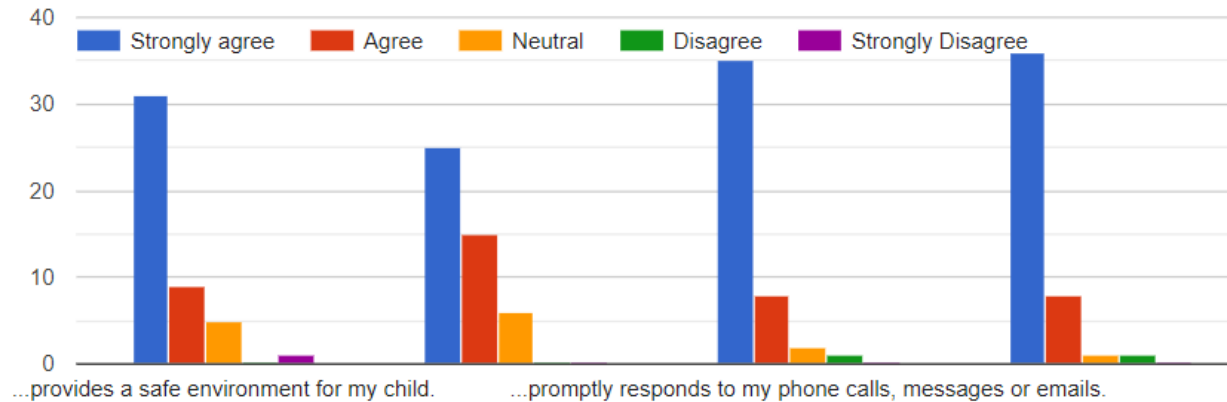
### ACTIONS:

1. Fund support staff for unduplicated student support
1. Hire certificated staff to provide online/synchronous instruction, programs and support for English Learners
1. Fund School Counselor/SST Coordinator
1. Hire Guidance Tech



# Parent Feedback for Goal #2

How effective is the school in providing a safe, healthy, and engaged learning environment for all? This school....





## Goal #3

Increase the number of students who are High School, College, Career and Life Ready.

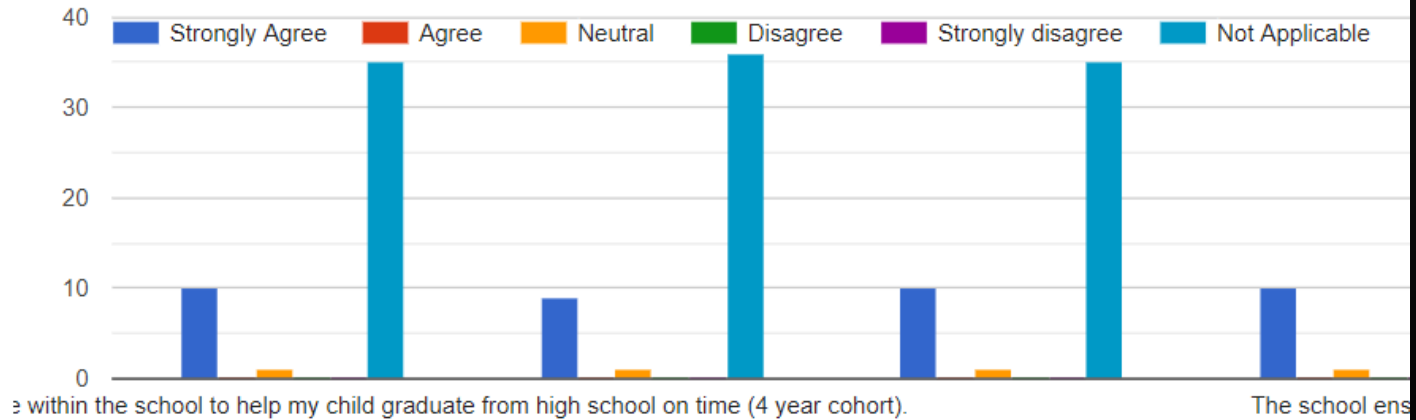
### ACTIONS:

1. Increase number of course offerings in college and career indicators
2. Provide College Readiness Assessments and Preparatory Workshops



# Parent Feedback for Goal #3

FOR HIGH SCHOOL: If this does not apply, please click, "Not Applicable." How strongly do you agree or disagree with the following students?







# WHAT'S NEXT!

# LCAP Draft: Reflect feedback from Stakeholders

- Surveys from Parents, Students and Families
- Board Member Feedback
- Upcoming Public Hearings
- Meetings with ELAC
- Meetings with Departments and School Staff:  
certificated and classified
- Administration
- SELPA



# TIMELINE

MAY

Draft placed on school's website with public hearing at May board meeting.

JUNE

Presented to school board for approval: Local Control Accountability Plan 21-24 and Annual Update 19-21

21-22

School Year

Continual process reflecting and refining LCAP for current school year.

22-23

Reflect on prior year's LCAP with data driven decision making to increase academic achievement.

23-24

Reflect on prior year's LCAP with data driven decision making to increase academic achievement.



# Assembly Bill 86: Expanded Learning Opportunities (ELO) Grant

- Provide supplemental instruction and support in a tiered framework that bases universal, targeted and intensive supports for students
  - Academic
  - Social-Emotional
  - Other integrated student supports
  - Provides services through engaging learning experiences

# Seven Supplemental Instruction and Support Strategies ELO Grant Plan



1. . Extending instructional learning time
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports
3. Integrated student supports to address other barriers to learning
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility
6. Additional academic services for students
7. Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs

ELO Grant Funding  
**\$281,198**





THANK YOU!

# Coversheet

## Child Abuse Prevention and Reporting Policy

**Section:** IV. Academic Excellence  
**Item:** C. Child Abuse Prevention and Reporting Policy  
**Purpose:** Vote  
**Submitted by:** Darcy Belleza  
**Related Material:** Child Abuse Prevention and Reporting Policy\_-\_Lake\_View.pdf

**BACKGROUND:**

The Child Abuse Prevention and Reporting Policy is currently housed within the Comprehensive Safety Plan. To ensure our stakeholders can easily have access to the policy, it is being brought forward to be placed on the Governance page of our school website.

**RECOMMENDATION:**

Recommending Board approval.





# Child Abuse Prevention and Reporting Policy

---

The Lake View Charter School Governing Board is committed to supporting the safety and well-being of Lake View students and desires to facilitate the prevention of and response to child abuse and neglect. The Executive Director or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect. This policy is also in the board-approved Comprehensive Safety Plan.

The Executive Director or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

The purpose of the Lake View Charter School Governing Board approving the Child Abuse Prevention and Reporting Policy is to accomplish the following:

1. Summary of child abuse reporting law and requirements
2. Duty to Report
3. Definitions
4. Reporting Procedures
5. Legal Responsibility and Liability
6. Release of Child to Peace Officer

Child abuse reporting law (Penal Code Section 11166) requires that a Lake View Charter School employee who has reason to believe that a child has been subjected to abuse, report the incident to the proper authorities.

At Lake View Charter School, protecting children from child abuse is a major priority. Each year the administration sets aside time to meet with staff to discuss child abuse indicators and to remind teachers of the procedures to follow when abuse is suspected and provide annual training regarding the required procedures for mandated reporters.

Employees of Lake View Charter School are familiar with Penal Code Section 11166 and understand the requirement that certificated and classified personnel report suspected child abuse immediately or as soon as practically possible to Children's Protective Services by telephone. They are aware that a call must be followed within at least 36 hours by a written report to the child protective agency.

All staff is aware of the location of a Child Abuse Information Folder that is kept on file and updated regularly. It includes informational literature, guidelines for recognizing abuse and specific directions for reporting it.

The determination as to who should be contacted will depend greatly upon the situation at

hand. The local law enforcement agency will dispatch a unit to the school as soon as possible. Children's services may take much longer to respond. School personnel should always take into consideration the severity of the abuse and the extent to which the student's safety is at risk.

The requirements of school personnel and the identification and reporting of known or suspected child abuse to a protective agency is mandated by the State of California Penal Code. In fact, failure to do so on the part of school personnel could lead to penalties which might be imposed on these individuals. Lake View Charter School board policies are continually updated to reflect appropriate legislation. Excerpts from the California Penal Code and Lake View Charter School Board Policy are presented below.

From California Penal Code Section 11166

...a mandated reporter shall make a report to an agency...whenever the mandated reporter, in the mandated reporter's professional capacity or within the scope of the mandated reporter's employment, has knowledge or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written follow-up report within 36 hours of receiving the information concerning the incident.

Recognizing that our responsibility to students includes the protection of their physical and mental well-being, the Governing Board desires to provide whatever opportunities or resources may be available for the prevention of child abuse.

The Board agrees with the Legislature that:

1. Child abuse and neglect is a severe and increasing problem in California.
2. Charter schools, school districts and preschools are able to provide an environment for training of children, parents, and all school staff.
3. Primary prevention programs in charter schools and school districts are an effective and cost-efficient method of reducing the incidence of child abuse and neglect and for promoting healthy family environments.

The Executive Director shall explore funding and assistance available for the establishment of programs directed toward preventing the occurrence of child abuse, including physical abuse, sexual assault, and child neglect, and reducing the general vulnerability of children, including coordination with and training for parents and school staff.

Parents shall be given notice of, and may refuse to have their children participate in, prevention training program.

#### Duty to Report

Certificated employees and classified employees trained in child abuse identification and reporting shall report known or suspected child abuse to a child protective agency

by telephone immediately or as soon as practically possible and in writing within thirty-six hours. The reporting duties are individual and cannot be delegated to another individual.

### Definitions

1. "Child Abuse," as defined by law, includes the following:
  - a. Physical abuse resulting in a non-accidental physical injury or death.
  - b. Physical neglect, including both severe and general neglect, resulting in negligent treatment or maltreatment of a child.
  - c. Sexual abuse including both sexual assault and sexual exploitation.
  - d. Emotional abuse and emotional deprivation including willful cruelty or unjustifiable punishment.
  - e. Severe corporal punishment.
  
2. "Mandated Reporters" are those people defined by law as "child care custodian," "medical practitioners" and non-medical practitioners" and include virtually all school employees. The following school personnel are required to report:

Teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, employees of a child care institution, head start teachers, school psychologists, licensed nurses, counselors, presenters of child abuse prevention programs and those instructional aides or other classified employees trained in child abuse reporting.
  
3. "Child Protective Agencies" are those law enforcements and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation department and child protective services.
  
4. "Reasonable Suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. (California Penal Code 11166)

### Reporting Procedures

1. To report known or suspected child abuse, any employee (as defined above) shall report by telephone to the local child protective agency.

The telephone report must be made immediately, or as soon as practically possible, upon suspicion. The verbal report will include:

- a. The name of the person making the report.
- b. The name of the child.
- c. The present location of the child.
- d. The nature and extent of any injury.
- e. Any other information requested by the child protective agency, including the information that led the mandated reporter to suspect child abuse.

At the time the verbal report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Within thirty-six (36) hours of making the telephone report, the mandated reporter will complete and mail, fax or electronically transmit a written report to the local child protective agency.

The written report shall include completion of the required standard Department of Justice form (DOJ SS 8572).

The mandated reporter may request and receive copies of the appropriate form either from the charter school or directly from the local child protective agency.

Detailed instructions for completion of the form are on the back sheet of the form. Reporters may request assistance from the site administrator in completing and mailing the form; however, the mandated reporter is still responsible for ensuring that the written report is correctly filed.

3. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the site administrator or designee as soon as possible after the initial verbal report by telephone. The site administration, when notified, shall inform the Executive Director.

Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that the verbal or written reporting procedures are carried out according to state law and regulations. If requested by the mandated reporter, the Executive Director may assist in the completion and filing of these forms.

### Legal Responsibility and Liability

1. Mandated reporters have absolute immunity. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse.
2. A mandated reporter who fails to report an instance of child abuse, which he/she knows to exist or reasonably should know to exist, is guilty of a misdemeanor and is punishable by confinement in jail for a term not to exceed six (6) months or by a fine of not more than one thousand dollars (\$1,000) or both. The mandated reporter may also be held civilly liable for damages for any injury to the child after a failure to report.
3. When two (2) or more persons who are required to report jointly, have knowledge of suspected instance of child abuse, and when there is agreement, and a single report may be made and signed by the person selected. However, if any person who knows or should know that the person designated to report failed to do so, that person then has a duty to make the report.

4. The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.

#### Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse, the Executive Director shall not notify the parent or guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer with the address and telephone number of the child's parent or guardian.

It is the responsibility of the peace officer to notify the parent or guardian of the situation. Peace officers will be asked to sign an appropriate release or acceptance of responsibility form (cf. 5145.11 – Questioning and Apprehension).

#### When School Employees are Accused of Child Abuse

Regardless of who child abusers may be, the major responsibilities of mandated reporters are to (1) identify incidents of suspected child abuse, and (2) comply with laws requiring reporting of suspected abuse to the proper authorities. Determining whether or not the suspected abuse actually occurred is not the responsibility of the school employee. Such determination and follow-up investigation will be made by a child protective agency.

Parent/guardians or members of the public accusing school employees of child abuse should be made aware of the ramifications of making false reports and should be provided with information regarding child abuse and child abuse reporting.

Pending the outcome of an investigation by a child protective agency and prior to the filing of formal charges, the employee may be subject to reassignment or a paid leave of absence.

Disciplinary action resulting from the filing of formal charges or upon conviction shall be in accordance with policies, regulations and/or collective bargaining agreements. The Executive Director or designee should consult with legal counsel in implementing either suspension or dismissal.





# Coversheet

## SELPA Master Contract

**Section:** IV. Academic Excellence  
**Item:** D. SELPA Master Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2021-22-Individual-Services-Agreement-ISA.xlsx  
2021-2022-Master-Contract.docx



## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

2021-22-Individual-Services-Agreement-ISA.xlsx

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

***2021-2022***

**MASTER CONTRACT**  
**GENERAL AGREEMENT FOR NONSECTARIAN,**  
**NONPUBLIC SCHOOL AND AGENCY SERVICES**

**LEA** \_\_\_\_\_

Contract Year 2021-2022

\_\_\_\_\_ Nonpublic School

\_\_\_\_\_ Nonpublic Agency

**Type of Contract:**

\_\_\_\_\_ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

\_\_\_\_\_ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

\_\_\_\_\_ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: \_\_\_\_\_

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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**2021-2022**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** \_\_\_\_\_

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** \_\_\_\_\_

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between \_\_\_\_\_, hereinafter referred to as the local educational agency (“LEA”), a member of the \_\_\_\_\_ SELPA and \_\_\_\_\_ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,



or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - iv. a surrogate parent,

- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of

CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### **14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

#### **15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer

with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles

or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

**PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
  - \$3,000,000 per occurrence
  - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.



**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to

be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal

or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.



When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated

staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is

understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommended activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team



meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

**41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code



section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student’s school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

#### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

#### **52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

#### **53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.



**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days



that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

**60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.



**EXHIBIT A: 2021-2022 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: \_\_\_\_\_  
 The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:  
 \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____



**EXHIBIT B: 2021-2022 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_

Address \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (M.I.) \_\_\_\_\_  
 City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 (Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_

**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_  
**= PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							



SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other \_\_\_\_\_ (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

# Coversheet

## Board Letter to Families Supporting STAR Assessment Participation

**Section:** IV. Academic Excellence  
**Item:** E. Board Letter to Families Supporting STAR Assessment Participation  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** LV Board letter \_ Testing.pdf



April 23, 2021

Dear Families of Lake View Charter School,

We would like to take a moment to thank you for your continued participation in the Star Assessment benchmark testing this year. Even in the face of challenging circumstances, our school continues to come through with fantastic participation and continued academic growth.

We as a school, have been positioned well in comparison to the brick and mortar schools during this time of pandemic and distance learning. We are continuing to see academic growth, and our data shows that our students have not suffered additional learning loss. Our students are continuing to flourish, and this is something to celebrate!

And there is more good news!

Because of Covid, California has been granted permission by the U.S. Department of Education to use local assessments in place of the CAASPP test that is normally administered in the Spring. We are thrilled that we are able to utilize this option, which is already familiar to our students and families.

However we aren't quite done yet, and we need you to help us finish strong!

California State **still** requires 95% of testing age students to participate in this assessment. **This is the only data accepted by the state that we will have available to measure student growth for the 2020-2021 school year.**

Additionally, this assessment will also provide us with real-time, actionable data that will help our school plan and thoughtfully build out programs targeted at student growth and achievement -- something our authorizers look very closely at when considering charter renewals.

**We cannot stress enough the importance of students in all grades making every effort to participate in the Star Assessment during this Spring testing window**, or Lake View Charter School could face severe penalties on the California Dashboard - the states' measurement of school accountability. This in turn, could impact our ability to renew our charter and continue operations.

As always, we appreciate your collaborative effort to best support your child and our school as we move into the home stretch of this unprecedented school year.

Sincerely,

The Board of Lake View Charter School