



Lake View Charter School

Regular Scheduled Board Meeting

Date and Time

Monday June 14, 2021 at 4:30 PM PDT

Location

285 E 5th Street
Chico CA 95926

Topic: LVCS Board Meeting

Time: Jun 7, 2021 04:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/99213250134>

Meeting ID: 992 1325 0134

One tap mobile

+16699006833,,99213250134# US (San Jose)

+12532158782,,99213250134# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 992 1325 0134

Find your local number: <https://zoom.us/j/adx1fo5ZCm>

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
A. Record Attendance		Lindsay Mower	1 m
B. Call the Meeting to Order		Lindsay Mower	1 m
C. Approval of the Agenda	Vote	Lindsay Mower	1 m
D. Closed Session	Vote	Representative from Young, Minney & Corr	20 m
Public Employee Performance Evaluation: Executive Director			
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)			
E. Announcement of Action Taken in Closed Session		Lindsay Mower	5 m
F. Public Comments			2 m
G. Approve Minutes	Approve Minutes	Lindsay Mower	1 m
Approve minutes for Regular Scheduled Board Meeting on May 26, 2021			
H. Executive Director's Report		Julie Haycock- Cavender	10 m
II. Finance			5:11 PM
A. May Financials Discussion and Potential Action	Vote	Darlington Ahaïwe	10 m
B. Annual Budget	Vote	Darlington Ahaïwe	10 m
C. Shared Executive Personnel Memorandum of Understanding for Julie Haycock-Cavender and Jenell Sherman	Vote	Julie Haycock- Cavender	5 m

	Purpose	Presenter	Time
D. Executive Director Salary	Vote	Darcy Belleza	5 m
E. Shared Staff Memorandum of Understanding	Vote	Julie Haycock-Cavender	5 m
F. Shared Staff Memorandum of Understanding with Central for High School Virtual Academy	Vote	Julie Haycock-Cavender	5 m
G. Services Agreement with Sequoia Grove Charter Alliance	Vote	Julie Haycock-Cavender	5 m
H. Stipends Chart	Vote	Julie Haycock-Cavender	5 m
III. Operations			6:01 PM
A. Resolution to Change Email Addresses and Other Contact Information on All Policies and Documents	Vote	Julie Haycock-Cavender	5 m
B. Conflict Waiver for Representation of Sequoia Grove Charter Alliance	Vote	Julie Haycock-Cavender	5 m
C. Safe Return to In-Person Instruction Plan	FYI	Julie Haycock-Cavender	5 m
D. Public Hearing of Safe Return to In-Person Instruction Plan	Discuss	Julie Haycock-Cavender	5 m
IV. Academic Excellence			6:21 PM
A. Local Control and Accountability Plan 2021-2022	Vote	Darcy Belleza	5 m
B. Budget Overview for Parents 2021-2022	Vote	Darcy Belleza	5 m
C. Student Freedom of Speech and Expression Policy	Vote	Julie Haycock-Cavender	5 m
D. Sexual Health and HIV Prevention Policy	Vote	Julie Haycock-Cavender	5 m
E. Parent and Family Involvement Policy	Vote	Julie Haycock-Cavender	5 m
F. Homeless Education Policy Review	Discuss	Julie Haycock-Cavender	5 m

	Purpose	Presenter	Time
G. Special Education Local Plan Area (SELPA)	Vote	Dr. Amanda Johnson	5 m
V. Operations			
VI. Governance			6:56 PM
A. Board Meeting Calendar for the 2021-2022 School Year	Vote	Darcy Belleza	10 m
B. Discussion and Potential Action on Board Member Recruitment	Vote	Lindsay Mower	5 m
C. Discussion and Potential Action on Stipend Amounts for Board Members	Discuss	Julie Haycock-Cavender	5 m
D. Upcoming Compliance Items	FYI	Darcy Belleza	5 m
E. Conflict of Interest Policy	FYI	Darcy Belleza	10 m
VII. Closing Items			7:31 PM
A. Board of Director's Comments & Requests	Discuss		2 m
B. Announcement of Next Regular Scheduled Board Meeting	FYI	Lindsay Mower	1 m
The Next Regular Schedule Board Meeting is July 21, 2021 at 5:00 PM.			
C. Adjourn Meeting	Vote		

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: G. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Scheduled Board Meeting on May 26, 2021



Lake View Charter School

Minutes

Regular Scheduled Board Meeting

Date and Time

Wednesday May 26, 2021 at 5:00 PM

Location

285 E 5th Street
Chico CA 95926

Topic: Lake View Board Meeting

Time: May 26, 2021 05:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/91855472518>

Meeting ID: 918 5547 2518

One tap mobile

+16699006833,,91855472518# US (San Jose)

+12532158782,,91855472518# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 918 5547 2518

Find your local number: <https://zoom.us/j/848000000>

Directors Present

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

Directors Absent

None

Guests Present

Darcy Belleza (remote), Julie Haycock-Cavender (remote), Katie Royer (remote)

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 May 26, 2021 at 5:08 PM.

C. Approval of the Agenda

Glad Donahue made a motion to approve the agenda.

Billie Adkins seconded the motion.

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

Roll Call

Lindsay Mower Aye

Jessica Coombs Aye

Glad Donahue Aye

Billie Adkins Aye

D. Closed Session

Lindsay Mower made a motion to move into closed session at 5:10 PM.

Billie Adkins seconded the motion.

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

Roll Call

Billie Adkins Aye

Jessica Coombs Aye

Lindsay Mower Aye

Glad Donahue Aye

E.

Announcement of Action Taken in Closed Session

Lindsay Mower made a motion to move out of closed session at 5:23 PM.

Billie Adkins seconded the motion.

Board decided to move Julie Haycock-Cavender's Executive Director Evaluation to June Board meeting.

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

F. Public Comments

Sara Rose Bonetti commended the Governing Board for working so hard.

G. Approve Minutes

Glad Donahue made a motion to approve the minutes from Special Board Meeting on 04-28-21.

Billie Adkins seconded the motion.

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

H. Approve Minutes

Billie Adkins made a motion to approve the minutes from Regular Scheduled Board Meeting on 04-28-21.

Glad Donahue seconded the motion.

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

I. Executive Director's Report

Julie Haycock-Cavender presented the *Executive Director's Report*.

- Sequoia Grove Charter Alliance updates- Employee Benefit Guide, Tech Refresh, new office spaces in Roseville and Sacramento
- Enrollment update- goal is 645 students, currently at 470 students
- Graduation and promotion updates
- Think Suite agreement ends 6/30/21. They are closing their doors 6/30/21.
- Enrichment update- Online Purchasing System and Library Resources (OPS) is the new ordering system
- AB1316

II. Finance

A. April Financials

Glad Donahue made a motion to approve April Financials.

Billie Adkins seconded the motion.

Darlington Ahaiwe presented the April Financials.

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

B.

Expanded Learning Opportunities (ELO) Grant Plan

Lindsay Mower made a motion to approve Expanded Learning Opportunities (ELO) Grant Plan.

Billie Adkins seconded the motion.

Darcy Belleza presented the Expanded Learning Opportunities (ELO) Grant Plan.

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

C. Discussion and Potential Action on Executive Director Salary Table/Compensation Package

Billie Adkins made a motion to approve the Executive Director Compensation Study with the correction that Inspire Arts and Science School is a classroom-based school. .

Lindsay Mower seconded the motion.

Kathy Daugherty presented the Executive Director Compensation Study with the correction that Inspire Arts and Science School is a classroom based school.

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

D. Stipend Chart

Lindsay Mower made a motion to approve the Stipend Chart.

Billie Adkins seconded the motion.

Julie Haycock-Cavender presented the Stipend Chart which includes job descriptions.

Glad Donahue asked if the MDIP stipend went to one person or a group.

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

E. Extra Duty Stipend Contract

Billie Adkins made a motion to approve the Extra Duty Stipend Contract.

Glad Donahue seconded the motion.

Julie Haycock-Cavender presented the Extra Duty Stipend Contract.

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

III. Academic Excellence

A. Learning Continuity and Attendance Plan and Budget Overview for Parents

Darcy Belleza presented the Local Control and Accountability Plan and Budget Overview for Parents.

B. Vote to Close the Board Meeting. at 6:17 PM.

Lindsay Mower made a motion to close the Board meeting at 6:15 PM.

Billie Adkins seconded the motion.

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

Billie Adkins made a motion to open Public Hearing.

Glad Donahue seconded the motion.

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

C. Public Hearing for Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP)

No comments at Public Hearing.

D. Vote to Close Public Hearing

Lindsay Mower made a motion to close the Public Hearing at 6:17 PM.

Billie Adkins seconded the motion.

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

E. Lindsay Mower re-opened the Board Meeting at 6:17 PM.

IV. Operations

A. Benefits Package Options

Royce Gough explained the Employee Benefits Guide 2021-2022.

B. Teacher Induction Program and Policy

Lindsay Mower made a motion to approve the Teacher Induction Program and Policy.

Billie Adkins seconded the motion.

Darcy Belleza presented the Teacher Induction Program and Policy ending the school's internal program but will offer up to \$2000 reimbursement if completed through a 3rd party program.

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

C. Employee Handbook 2021-2022

Billie Adkins made a motion to approve the Employee Handbook for 2021-2022.

Glad Donahue seconded the motion.

Darcy Belleza presented the Employee Handbook for 2021-2022.

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

V. Governance

A. Discussion and Potential Action on Board Meeting Date Change for June 2021 and Calendar for the 2021-2022 School Year

Lindsay Mower made a motion to approve the June board meeting date change to June 14, 2021 at 4:30 PM and to conduct board meetings the 2nd week of the month for 2021-2022.

Billie Adkins seconded the motion.

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

B. Discussion and Potential Action on Board Member Recruitment

Glad Donahue made a motion to approve Sarah Wells as new Lake View Governing Board Member.

Billie Adkins seconded the motion.

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

C. Upcoming Compliance Items

Julie Haycock-Cavender presented the upcoming compliance items.

VI. Closing Items

A. Board of Director's Comments & Requests

Lindsay Mower asked if board meetings would go to in-person June 2021 and forward.

Julie Haycock-Cavender advised that we have no new guidance at this time.

Glad Donahue inquired about Sequoia Grove Charter Alliance needing a Lake View board member.

B. Announcement of Next Regular Scheduled Board Meeting

Lindsay Mower announced the Next Regular Scheduled Board Meeting is June 14, 2021 at 4:30 PM.

C. Adjourn Meeting

Lindsay Mower made a motion to adjourn the meeting.

Billie Adkins seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:44 PM.

Respectfully Submitted,

Lindsay Mower

Prepared by:

Katie Royer

Noted by:

Board Secretary

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

Executive Director's Report

Section: I. Opening Items
Item: H. Executive Director's Report
Purpose: FYI
Submitted by:
Related Material: Lake View June 2021 ED Report.pdf

BACKGROUND:

Julie Haycock-Cavender presents the *Executive Director's Report*.

Executive Director's Report June 2021



Agenda

Enrollment **01**

Hiring **02**

The Grove **03**



Enrollment Update

Current Enrollment

539 Fully enrolled
+ 1 All Documents Verified
= **540 Total Enrolled (84%)**

Target Enrollment

645 goal by August

In-Process or Waitlisted

125 Confirmations sent
+ 0 Waitlisted
= **125 In-Process**

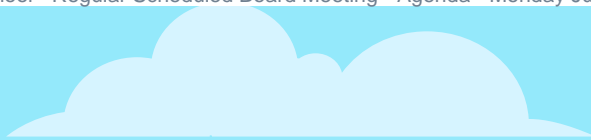
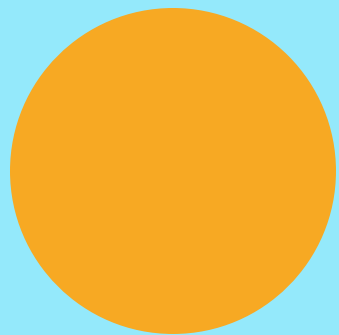
HST Hiring Update

Returning Teachers: 23

New Hires: 6

Projected Openings: 0





New in the Grove

With Sara Rose Bonetti &
Royce Gough



Sequoia Grove Charter Alliance



Launch Date

July 1st operations
officially launch



Email Migration

All Staff received
@sequoiagrove email
address & google
migration



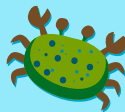
Hiring

----- % of Hiring
Complete



Board Openings

The CSO board has 2
openings which we
hope to fill by late
August



Tech

Technology orders
underway -- Laptops
already arriving



Questions?

Any questions or
requests?



*Thank you
For serving our
school!*

Coversheet

May Financials

Section: II. Finance
Item: A. May Financials
Purpose: Vote
Submitted by:
Related Material: Lake View_Financial Package_May 2021.pdf

BACKGROUND:

Darlington Ahaiwe presents the May Financials.

RECOMMENDATION:

Recommended for Board approval.



Lake View Charter School

Monthly Financial Presentation – May 2021

LAKE VIEW - Highlights

- No material change in revenue projections.
- Year-end expense projections increased by \$33k.
- Year-end deficit projected at (\$9k). (Prior month; \$24k)
- Senate Bill-740 Requirements:

- 40/80 Expense Ratio ✓

Cert.	Instr.
45.4%	82.3%
237,568	114,544

- 25:1 Pupil-Teacher ratio ✓

Pupil:Teacher Ratio	
18.88	:1

LAKE VIEW - Revenue

- Revenues projected 6% above budget.

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	\$ 2,600,227	\$ 2,625,064	\$ (24,838)	\$ 3,985,678	\$ 3,986,237	\$ (559)
Federal Revenue	27,675	41,952	(14,277)	255,205	51,676	203,529
Other State Revenue	284,373	253,125	31,248	393,438	346,966	46,472
Other Local Revenue	10,654	-	10,654	10,654	-	10,654
Total Revenue	\$ 2,922,929	\$ 2,920,141	\$ 2,788	\$ 4,644,975	\$ 4,384,878	\$ 260,097

LAKE VIEW - Expenses

- **Sub agreement Services:** Increase in projected *SPED* expense.

Expenses	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 1,680,950	\$ 1,576,866	\$ (104,084)	\$ 1,828,909	\$ 1,720,217	\$ (108,692)
Classified Salaries	113,528	121,402	7,873	118,366	132,438	14,072
Benefits	550,399	531,445	(18,953)	591,770	579,242	(12,528)
Books and Supplies	719,140	372,791	(346,349)	775,707	391,770	(383,937)
Subagreement Services	601,708	865,985	264,277	647,818	919,333	271,515
Operations	85,329	27,592	(57,738)	93,347	30,100	(63,247)
Facilities	463	2,933	2,470	463	3,200	2,737
Professional Services	478,552	431,098	(47,454)	521,096	489,046	(32,050)
Depreciation	-	-	-	-	-	-
Interest	77,342	94,219	16,876	77,342	94,219	16,876
Total Expenses	\$ 4,307,411	\$ 4,024,329	\$ (283,082)	\$ 4,654,819	\$ 4,359,564	\$ (295,255)

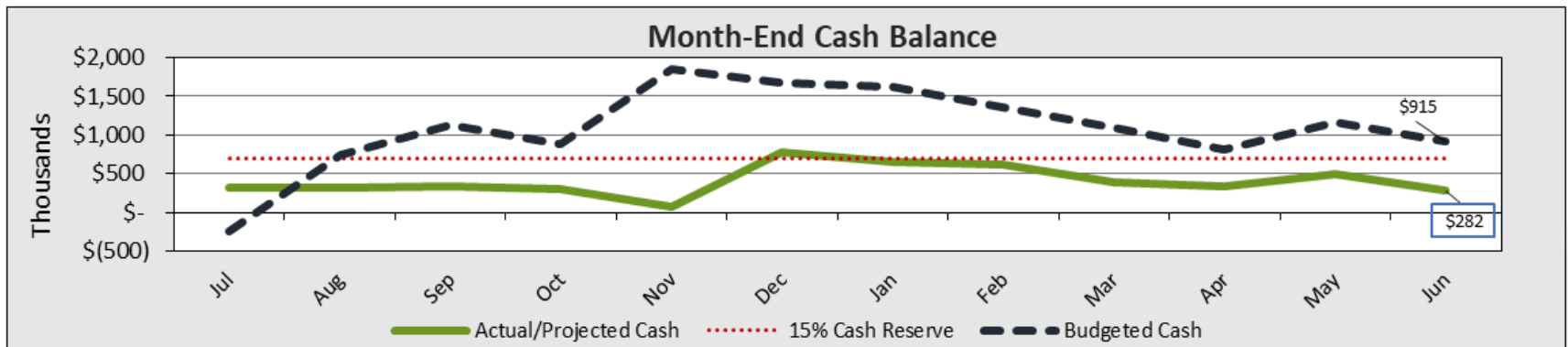
LAKE VIEW - Fund Balance

- Year-end deficit consistent with increase in projected expenses.

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (1,384,483)	\$ (1,104,188)	\$ (280,294)	\$ (9,844)	\$ 25,314	\$ (35,158)
Beginning Fund Balance	<u>221,864</u>	<u>221,864</u>		<u>221,864</u>	<u>221,864</u>	
Ending Fund Balance	<u>\$ (1,162,619)</u>	<u>\$ (882,324)</u>		<u>\$ 212,020</u>	<u>\$ 247,178</u>	
<i>As a % of Annual Expenses</i>	-25.0%	-20.2%		4.6%	5.7%	

LAKE VIEW - Cash

- Positive cash levels projected with year-end cash balance projected at \$282k.



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 6/7/2021

ADA = 434.25



Revenues

State Aid - Revenue Limit

8011	LCFF State Aid	-	375,600	-	338,040	338,040	338,040	338,040	338,040	176,118	86,242	83,040	81,995	1,262,805	3,756,000	3,756,001	(0)
8012	Education Protection Account	-	-	-	21,713	-	-	21,712	-	-	21,701	-	-	21,724	86,850	86,850	-
8019	State Aid - Prior Year	-	-	(699)	-	-	-	-	-	72	35	34	-	-	(558)	-	(558)
8096	In Lieu of Property Taxes	-	8,990	(8,990)	-	48,751	11,471	11,471	11,471	20,647	10,324	10,324	10,037	8,890	143,386	143,386	-
		-	384,590	(9,689)	359,753	386,791	349,511	371,223	349,511	196,837	118,302	93,398	92,032	1,293,419	3,985,678	3,986,237	(559)

Federal Revenue

8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	10,531	42,122	52,653	51,676	977
8296	Other Federal Revenue	-	-	-	484	-	27,191	-	-	-	-	-	174,877	-	202,552	-	202,552
		-	-	-	484	-	27,191	-	-	-	-	-	185,408	42,122	255,205	51,676	203,529

Other State Revenue

8311	State Special Education	-	-	25,672	37,123	23,105	23,105	23,105	23,105	11,506	5,634	19,443	16,886	54,580	263,264	260,550	2,714
8550	Mandated Cost	-	-	-	-	-	8,238	-	-	-	-	-	-	-	8,238	-	8,238
8560	State Lottery	-	-	-	-	-	-	24,714	-	-	24,102	-	-	37,599	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	29,736	19,443	16,886	92,179	393,438	346,966	46,472

Other Local Revenue

8980	Contributions, Unrestricted	-	-	-	-	-	10,654	-	-	-	-	-	-	-	10,654	-	10,654
		-	-	-	-	-	10,654	-	-	-	-	-	-	-	10,654	-	10,654

Total Revenue

		-	384,590	15,983	397,360	409,896	419,183	422,633	373,274	239,131	148,038	112,841	294,326	1,427,721	4,644,975	4,384,878	260,097
--	--	---	---------	--------	---------	---------	---------	---------	---------	---------	---------	---------	---------	-----------	-----------	-----------	---------

Expenses

Certificated Salaries

1100	Teachers' Salaries	111,179	101,482	102,143	103,403	101,850	102,645	102,863	101,843	103,223	102,908	100,076	100,883	-	1,234,497	1,126,517	(107,980)
1175	Teachers' Extra Duty/Stipends	2,000	3,400	7,150	6,550	6,996	7,196	6,946	6,946	8,046	6,996	6,214	7,083	-	75,525	61,200	(14,325)
1200	Pupil Support Salaries	20,774	21,274	21,824	21,854	21,669	13,897	14,297	14,297	14,297	14,297	18,500	14,297	-	211,277	245,500	34,223
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	149,897	150,487	147,960	-	1,828,909	1,720,217	(108,692)

Classified Salaries

2900	Other Classified Salaries	13,231	12,103	12,667	12,847	12,148	13,277	10,034	13,913	4,637	4,436	4,235	4,838	-	118,366	132,438	14,072
		13,231	12,103	12,667	12,847	12,148	13,277	10,034	13,913	4,637	4,436	4,235	4,838	-	118,366	132,438	14,072

Benefits

3101	STRS	25,173	24,067	24,941	24,820	24,747	21,895	23,691	23,527	23,927	23,707	23,802	22,087	-	286,385	316,520	30,135
3301	OASDI	792	722	757	768	725	795	605	845	281	269	256	147	-	6,961	8,211	1,250
3311	Medicare	2,392	2,265	2,355	2,370	2,338	2,259	2,217	2,259	2,163	2,133	2,138	2,086	-	26,975	26,863	(111)
3401	Health and Welfare	15,625	24,855	19,347	19,715	17,545	21,891	19,887	19,306	17,620	17,595	17,595	14,375	-	225,355	187,500	(37,855)
3501	State Unemployment	1,579	584	-	-	-	6,129	473	62	196	-	-	662	-	9,685	14,210	4,525
3601	Workers' Compensation	2,161	1,793	1,977	1,977	1,977	1,977	1,477	1,977	1,977	1,977	1,977	2,014	-	23,261	25,937	2,676
3901	Other Benefits	-	-	-	63	-	-	-	(1,073)	-	14,157	-	-	-	13,147	-	(13,147)
		47,723	54,286	49,378	49,712	47,332	48,817	54,506	46,813	46,030	60,033	45,769	41,371	-	591,770	579,242	(12,528)

Books and Supplies

4302	School Supplies	4,977	86,972	47,863	56,800	33,553	50,625	37,108	52,765	84,334	85,876	43,138	53,092	-	637,103	301,849	(335,254)
4305	Software	-	5,922	10,018	14,672	3,879	12,102	3,455	4,488	2,716	12,737	2,312	3,475	-	75,777	41,700	(34,077)
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	10,402	322	-	-	-	61,000	43,121	(17,879)
		5,501	97,637	60,980	83,272	49,464	66,066	40,563	57,262	103,609	109,016	45,771	56,567	-	775,707	391,770	(383,937)

Subagreement Services

5102	Special Education	133	11,441	1,481	12,521	37,924	8,463	18,407	3,325	54,954	6,125	38,941	9,183	-	202,899	110,200	(92,699)
5106	Other Educational Consultants	9,209	3,522	16,282	13,788	6,734	13,805	21,508	11,187	45,354	33,226	28,625	21,168	-	224,407	587,148	362,741
5107	Instructional Services	19,210	17,788	18,499	18,499	18,499	18,499	18,499	18,499	18,499	18,499	19,764	15,759	-	220,512	221,984	1,472
		28,552	32,751	36,262	44,807	63,156	40,767	58,414	33,012	118,808	57,850	87,330	46,110	-	647,818	919,333	271,515

Operations and Housekeeping

5201	Auto and Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,400	8,400
5300	Dues & Memberships	-	790	-	-	-	-	-	-	-	5,600	-	-	-	6,390	900	(5,490)
5400	Insurance	1,500	10,544	6,028	6,024	6,024	6,024	6,024	6,024	6,024	6,025	6,025	6,025	-	72,290	18,000	(54,290)
5900	Communications	-	17	147	87	87	446	1,820	2,730	2,342	1,408	1,336	1,954	-	12,373	1,500	(10,873)
5901	Postage and Shipping	229	(226)	184	130	367	1,185	227	155	-	3	-	39	-	2,294	1,300	(994)
		1,729	11,126	6,359	6,241	6,478	7,654	8,072	8,909	8,366	13,036	7,360	8,018	-	93,347	30,100	(63,247)

Facilities, Repairs and Other Leases

5610	Repairs and Maintenance	-	-	-	-	-	-	463	-	-	-	-	-	-	463	-	(463)
		-	-	-	-	-	-	463	-	-	-	-	-	-	463	-	(463)

Professional/Consulting Services

5801	IT	-	-	-	-	-	-	-	-	-	-	248	-	-	248	700	452
5802	Audit & Taxes	-	-	-	-	-	4,095	-	-	-	4,095	-	-	-	8,190	-	(8,190)
5803	Legal	-	3,284	187	2,173	3,523	2,664	1,516	8,255	6,075	2,452	9,686	6,071	-	45,885	4,800	(41,085)
5804	Professional Development	-	-	3,406	6,475	600	13,534	3,452	894	6,350	398	6,350	3,489	-	44,947	3,100	(41,847)
5805	General Consulting	-	-	-	750	150	1,050	313	1,500	1,650	(1,475)	914	363	-	5,215	1,900	(3,315)
5806	Special Activities/Field Trips	-	-	-	-	988	1,056	4,832	2,966	-	1,646	4,106	-	-	15,595	86,243	70,648
5807	Bank Charges	465	697	514	758	858	880	623	582	571	564	513	549	-	7,574	115	(7,459)
5808	Printing	-	-	-	-	-	-	-	-	5	-	-	-	-	5	115	110
5809	Other taxes and fees	-	139	2	(0)	-	-	-	-	-	1,847	162	-	-	2,150	8,395	6,245
5810	Payroll Service Fee	-	907	215	215	767	811	562	786	554	633	1,796	290	-	7,534	3,734	(3,800)



Lake View Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 6/7/2021

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	24,760	27,593	25,150	-
5812 District Oversight Fee	-	-	0	-	-	57,546	(17,683)	-	19,931	6,644	6,644	1,841	4,792
	31,479	28,087	28,469	34,965	31,934	106,080	18,287	39,781	59,895	41,564	58,012	37,752	4,792
Interest													
7438 Interest Expense	29	29	14,298	29	29	51,730	29	233	146	6,021	4,769	-	-
	29	29	14,298	29	29	51,730	29	233	146	6,021	4,769	-	-
Total Expenses	287,064	387,491	365,297	389,568	366,754	484,026	340,171	348,705	492,752	441,852	403,732	342,616	4,792
Monthly Surplus (Deficit)	(287,064)	(2,901)	(349,314)	7,792	43,142	(64,843)	82,462	24,569	(253,622)	(293,814)	(290,891)	(48,291)	1,422,929
Cash Flow Adjustments													
Monthly Surplus (Deficit)	(287,064)	(2,901)	(349,314)	7,792	43,142	(64,843)	82,462	24,569	(253,622)	(293,814)	(290,891)	(48,291)	1,422,929
Cash flows from operating activities													
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	566,388	88,675	171,778	-	-	-	85,630	(11,471)	11,471	-	-	-	(1,427,721)
Grants and Contributions Rec.	(295,400)	-	2,357	-	-	(11,440)	2,653	17,487	-	-	5,408	-	-
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)	8,799	7,367	-	-
Other Assets	(75,000)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	22,827	26,786	(545,050)	(37,450)	(18,366)	(13,244)	27,836	(56,897)	19,698	3,761	11,138	-	4,792
Accrued Expenses	45,355	(86,430)	(43,695)	(55,055)	(5,762)	63,845	(60,664)	395	23,515	(7,331)	4,658	-	-
Deferred Revenue	-	-	-	61,163	-	(27,675)	(2,043)	(658)	(30,788)	-	-	140,599	(174,877)
Cash flows from financing activities													
Proceeds from Factoring	-	-	770,700	-	-	1,017,900	-	-	-	254,300	289,800	-	-
Payments on Factoring	-	-	-	-	(256,900)	(256,900)	(256,900)	-	(5,801)	(8,988)	(5,785)	-	-
Proceeds from Debt	174,906	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Debt	-	29	29	29	29	29	29	233	146	146	146	-	-
Total Change in Cash	19,186	10,156	6,807	(30,929)	(226,494)	705,555	(126,650)	(25,546)	(242,585)	(43,127)	162,440	(223,168)	
Cash, Beginning of Month	296,089	315,275	325,431	332,237	301,309	74,815	780,370	653,720	628,175	385,589	342,463	504,902	
Cash, End of Month	315,275	325,431	332,237	301,309	74,815	780,370	653,720	628,175	385,589	342,463	504,902	281,735	

Annual Forecast
304,040
79,714
521,096
77,342
77,342
4,654,819
(9,844)
(9,844)
-
(515,250)
(278,935)
2,758
(145,642)
(75,000)
(554,170)
(121,169)
(34,278)
2,332,700
(791,274)
174,906
845

Original Budget Total	Favorable / (Unfav.)
298,720	(5,320)
79,725	11
489,046	(32,050)

94,219	16,876
94,219	16,876

4,359,564	(295,255)
-----------	-----------

25,314	(35,158)
--------	----------

Cert.	Instr.
45.4%	82.3%
237,568	114,544

Pupil:Teacher Ratio	
18.88	:1

Lake View Charter School

Budget vs Actual

For the period ended May 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	YTD Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 83,040	\$ 101,412	\$ (18,372)	\$ 2,411,200	\$ 2,437,645	\$ (26,445)	\$ 3,756,001
Education Protection Account	-	-	-	65,126	65,138	(12)	86,850
State Aid - Prior Year	34	-	34	(558)	-	(558)	-
In Lieu of Property Taxes	10,324	10,552	(228)	124,459	122,282	2,177	143,386
Total State Aid - Revenue Limit	93,398	111,964	(18,566)	2,600,227	2,625,065	(24,838)	3,986,237
Federal Revenue							
Special Education - Entitlement	-	4,862	(4,862)	-	41,952	(41,952)	51,676
Other Federal Revenue	-	-	-	27,675	-	27,675	-
Total Federal Revenue	-	4,862	(4,862)	27,675	41,952	(14,277)	51,676
Other State Revenue							
State Special Education	19,443	24,514	(5,071)	191,798	211,522	(19,724)	260,550
Mandated Cost	-	-	-	8,238	-	8,238	-
State Lottery	-	-	-	48,817	41,603	7,214	86,416
Prior Year Revenue	-	-	-	1,548	-	1,548	-
Other State Revenue	-	-	-	33,972	-	33,972	-
Total Other State Revenue	19,443	24,514	(5,071)	284,373	253,125	31,248	346,966
Other Local Revenue							
Contributions, Unrestricted	-	-	-	10,654	-	10,654	-
Total Other Local Revenue	-	-	-	10,654	-	10,654	-
Total Revenues	\$ 112,841	\$ 141,340	\$ (28,499)	\$ 2,922,929	\$ 2,920,141	\$ 2,788	\$ 4,384,878
Expenses							
Certificated Salaries							
Teachers' Salaries	\$ 100,076	\$ 93,876	\$ (6,200)	\$ 1,133,614	\$ 1,032,641	\$ (100,974)	\$ 1,126,517
Teachers' Extra Duty/Stipends	6,214	5,100	(1,114)	68,441	56,100	(12,341)	61,200
Pupil Support Salaries	18,500	20,458	1,958	196,981	225,042	28,061	245,500
Administrators' Salaries	25,697	23,917	(1,780)	281,913	263,083	(18,830)	287,000
Total Certificated Salaries	150,487	143,351	(7,135)	1,680,950	1,576,866	(104,084)	1,720,217
Classified Salaries							
Other Classified Salaries	4,235	11,037	6,801	113,528	121,402	7,873	132,438
Total Classified Salaries	4,235	11,037	6,801	113,528	121,402	7,873	132,438
Benefits							
State Teachers' Retirement System, certificated positions	23,802	26,377	2,575	264,298	290,143	25,845	316,520
OASDI/Medicare/Alternative, certificated positions	256	684	428	6,814	7,527	713	8,211
Medicare/Alternative, certificated positions	2,138	2,239	100	24,889	24,625	(264)	26,863
Health and Welfare Benefits, certificated positions	17,595	15,625	(1,970)	210,980	171,875	(39,105)	187,500
State Unemployment Insurance, certificated positions	-	711	711	9,023	13,500	4,476	14,210
Workers' Compensation Insurance, certificated positions	1,977	2,161	184	21,247	23,776	2,529	25,937
Other Benefits, certificated positions	-	-	-	13,147	-	(13,147)	-
Total Benefits	45,769	47,796	2,028	550,399	531,445	(18,953)	579,242
Books & Supplies							
School Supplies	43,138	13,195	(29,943)	584,011	288,654	(295,357)	301,849
Software	2,312	3,475	1,163	72,301	38,225	(34,076)	41,700
Office Expense	-	367	367	1,827	4,033	2,206	4,400
Business Meals	-	58	58	-	642	642	700
Noncapitalized Equipment	322	1,885	1,563	61,000	41,236	(19,764)	43,121
Total Books & Supplies	45,771	18,980	(26,792)	719,140	372,791	(346,349)	391,770
Subagreement Services							
Special Education	38,941	9,183	(29,758)	193,715	101,017	(92,699)	110,200
Other Educational Consultants	28,625	25,666	(2,959)	203,239	561,482	358,243	587,148
Instructional Services	19,764	18,499	(1,265)	204,753	203,486	(1,267)	221,984
Total Subagreement Services	87,330	53,348	(33,982)	601,708	865,985	264,277	919,333
Operations & Housekeeping							
Auto and Travel	-	700	700	-	7,700	7,700	8,400
Dues & Memberships	-	75	75	6,390	825	(5,565)	900
Insurance	6,025	1,500	(4,525)	66,266	16,500	(49,766)	18,000
Communications	1,336	125	(1,211)	10,419	1,375	(9,044)	1,500
Postage and Shipping	-	108	108	2,255	1,192	(1,063)	1,300
Total Operations & Housekeeping	7,360	2,508	(4,852)	85,329	27,592	(57,738)	30,100
Facilities, Repairs & Other Leases							
Other Leases	-	267	267	-	2,933	2,933	3,200
Repairs and Maintenance	-	-	-	463	-	(463)	-
Total Facilities, Repairs & Other Leases	-	267	267	463	2,933	2,470	3,200
Professional/Consulting Services							
IT	248	58	(190)	248	642	394	700
Audit & Taxes	-	-	-	8,190	-	(8,190)	-
Legal	9,686	400	(9,286)	39,814	4,400	(35,414)	4,800
Professional Development	6,350	258	(6,092)	41,458	2,842	(38,617)	3,100
General Consulting	914	158	(756)	4,852	1,742	(3,110)	1,900
Special Activities/Field Trips	4,106	3,770	(336)	15,595	82,473	66,878	86,243
Bank Charges	513	10	(503)	7,025	105	(6,920)	115
Printing	-	10	10	5	105	100	115
Other Taxes and Fees	162	730	568	2,150	7,665	5,515	8,395
Payroll Service Fee	1,796	311	(1,485)	7,245	3,423	(3,822)	3,734
Management Fee	27,593	24,893	(2,699)	278,890	273,827	(5,063)	298,720
District Oversight Fee	6,644	2,239	(4,404)	73,081	52,501	(20,580)	79,725
Public Relations/Recruitment	-	125	125	-	1,375	1,375	1,500
Total Professional/Consulting Services	58,012	32,964	(25,048)	478,552	431,098	(47,455)	489,046
Interest							
Interest Expense	4,769	18,160	13,391	77,342	94,219	16,876	94,219
Total Interest	4,769	18,160	13,391	77,342	94,219	16,876	94,219
Total Expenses	\$ 403,732	\$ 328,410	\$ (75,322)	\$ 4,307,411	\$ 4,024,329	\$ (283,082)	\$ 4,359,564
Change in Net Assets	(290,891)	(187,070)	(103,821)	(1,384,483)	(1,104,188)	(280,295)	25,314
Net Assets, Beginning of Period	(871,728)			221,864			
Net Assets, End of Period	\$ (1,162,619)			\$ (1,162,619)			

Lake View Charter School

Statement of Financial Position

May 31, 2021

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 504,902	\$ 296,089	\$ 208,814	71%
Accounts Receivable	-	16,465	(16,465)	-100%
Public Funding Receivable	7,246	919,717	(912,470)	-99%
Factored Receivable	(1,541,426)	(295,400)	(1,246,026)	422%
Due To/From Related Parties	260,901	263,659	(2,758)	-1%
Prepaid Expenses	41,109	(105,093)	146,202	-139%
Total Current Assets	(727,267)	1,095,437	(1,822,703)	-166%
Long-Term Assets				
Deposits	75,000	-	75,000	0%
Total Long Term Assets	75,000	-	75,000	0%
Total Assets	\$ (652,267)	\$ 1,095,437	\$ (1,747,703)	-160%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 49,103	\$ 607,505	\$ (558,402)	-92%
Accrued Liabilities	144,898	266,067	(121,169)	-46%
Deferred Revenue	140,599	-	140,599	0%
Notes Payable, Current Portion	17,488	-	17,488	0%
Total Current Liabilities	352,088	873,572	(521,484)	-60%
Long-Term Liabilities				
Notes Payable, Net of Current Portion	158,263	-	158,263	0%
Total Long-Term Liabilities	158,263	-	158,263	0%
Total Liabilities	510,352	873,572	(363,221)	-42%
Net Assets	(1,162,619)	221,864	(1,384,483)	-624%
Total Liabilities and Net Assets	\$ (652,267)	\$ 1,095,437	\$ (1,747,703)	-160%

Lake View Charter School

Statement of Cash Flows

For the period ended May 31, 2021

	Month Ended 05/31/21	YTD Ended 05/31/21
Cash Flows from Operating Activities		
Changes in Net Assets	\$ (290,891)	\$ (1,384,483)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Decrease/(Increase) in Operating Assets:		
Public Funding Receivable	-	912,470
Grants, Contributions & Pledges Receivable	289,423	1,262,491
Due from Related Parties	-	2,758
Prepaid Expenses	7,367	(145,642)
Other Assets	-	(75,000)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	11,138	(558,962)
Accrued Expenses	4,658	(121,169)
Deferred Revenue	140,599	140,599
Total Cash Flows from Operating Activities	162,294	33,062
 Cash Flows from Financing Activities		
Proceeds from (payments on) Long-Term Debt	146	175,751
Total Cash Flows from Financing Activities	146	175,751
 Change in Cash & Cash Equivalents	162,440	208,814
Cash & Cash Equivalents, Beginning of Period	342,463	296,089
 Cash and Cash Equivalents, End of Period	\$ 504,902	\$ 504,902

Lake View Charter School

Check Register

For the period ended May 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
10673	Beautiful Feet Books, Inc.	5/20/2021	VOID
10780	MEL Science U.S., LLC	5/20/2021	VOID
10798	Lake Elementary School District	5/20/2021	VOID
11097	A Brighter Child, Inc	5/5/2021	\$ 225.00
11098	Activities for Learning Inc.	5/5/2021	430.11
11099	Charter Impact, Inc.	5/5/2021	7,829.00
11100	Eat2Explore	5/5/2021	114.80
11101	Enid Music	5/5/2021	106.00
11102	KiwiCo, Inc	5/5/2021	174.60
11103	Math-U-See Inc.	5/5/2021	116.00
11104	Moving Beyond the Page	5/5/2021	64.22
11105	Provenance	5/5/2021	65,328.45
11106	Rainbow Resource Center	5/5/2021	194.83
11107	Reading For Life	5/5/2021	727.87
11108	Starfall Education Foundation	5/5/2021	8.25
11109	Association of California School Administrator	5/10/2021	115.24
11110	4EEE	5/13/2021	650.00
11111	Accrediting Commission for Schools	5/13/2021	600.00
11112	Apollo Academy of Music	5/13/2021	280.00
11113	Billie Adkins	5/13/2021	150.00
11114	BookShark	5/13/2021	758.84
11115	California School Boards Association - CSB	5/13/2021	1,432.00
11116	CB Music Studios	5/13/2021	109.00
11117	Charter Impact, Inc.	5/13/2021	206.50
11118	Chico Art School	5/13/2021	280.00
11119	Christy White	5/13/2021	4,095.00
11120	Contra Costa Economic Partnership	5/13/2021	10,300.00
11121	Department of Justice	5/13/2021	130.00
11122	CONFIDENTIAL	5/13/2021	30.00
11123	E-Therapy, LLC	5/13/2021	386.25
11124	Glad Donahue	5/13/2021	150.00
11125	Jeanette Wise	5/13/2021	450.00
11126	Jenny Johnston	5/13/2021	35.00
11127	Jessica Coombs	5/13/2021	150.00
11128	Kathryn A Jackson	5/13/2021	150.00
11129	LetMe! Technologies	5/13/2021	605.00
11130	Lindsay Mower	5/13/2021	150.00
11131	Little Passports	5/13/2021	314.67
11132	McColgan & Associates Inc	5/13/2021	2,565.00
11133	Momni Cafe	5/13/2021	106.25
11134	PresenceLearning, Inc.	5/13/2021	2,259.29
11135	CONFIDENTIAL	5/13/2021	35.00
11136	Shooting Stars Tutoring	5/13/2021	1,050.00
11137	SPACE	5/13/2021	110.00
11138	StaffRehab LLC	5/13/2021	152.25
11139	Teacher Synergy, LLC	5/13/2021	48.78
11140	The Wright Keys Music Academy	5/13/2021	1,020.00
11141	Timberdoodle.com	5/13/2021	64.00
11142	Tori Gillam	5/13/2021	300.00
11143	Weintraub Tobin Chediak Coleman Grodin Law Corporatio	5/13/2021	680.75
11144	Wonder Crate	5/13/2021	89.90
11145	All About Learning Press, Inc.	5/19/2021	159.90
11146	BookShark	5/19/2021	444.96
11147	Charter Impact, Inc.	5/19/2021	683.30
11148	Earthbound Skills	5/19/2021	3,866.31
11149	Eat2Explore	5/19/2021	104.80

Lake View Charter School

Check Register

For the period ended May 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11150	Global Teletherapy	5/19/2021	15,600.00
11151	Hands 4 Building, LLC	5/19/2021	295.98
11152	Institute for Excellence in Writing	5/19/2021	146.85
11153	Lakeshore	5/19/2021	4,236.95
11154	Logic of English	5/19/2021	82.61
11155	MEL Science U.S., LLC	5/19/2021	279.20
11156	Oak Meadow Inc.	5/19/2021	895.00
11157	Peace Hill Press, Inc. dba Well Trained Mind Press	5/19/2021	29.85
11158	Provenance	5/19/2021	2,738.52
11159	Rainbow Resource Center	5/19/2021	19.83
11160	CONFIDENTIAL	5/19/2021	30.00
11161	Singapore Math, Inc.	5/19/2021	64.36
11162	StaffRehab LLC	5/19/2021	174.00
11163	Teaching Textbooks	5/19/2021	55.45
11164	Timberdoodle.com	5/19/2021	92.92
11165	Beautiful Feet Books, Inc.	5/20/2021	106.37
11166	Lake Elementary School District	5/20/2021	39,862.37
11167	MEL Science U.S., LLC	5/20/2021	397.90
11168	A Brighter Child, Inc	5/26/2021	220.00
11169	BookShark	5/26/2021	764.61
11170	Brave Writer LLC	5/26/2021	24.90
11171	Charter Impact, Inc.	5/26/2021	1,006.50
11172	Chico Area Recreation and Parks District	5/26/2021	156.00
11173	Evan-Moor	5/26/2021	182.24
11174	Full Circle Speech Therapy	5/26/2021	2,160.00
11175	Glad Donahue	5/26/2021	300.00
11176	CONFIDENTIAL	5/26/2021	35.00
11177	History Unboxed LLC	5/26/2021	122.65
11178	Hoffman Professionals LLC	5/26/2021	600.00
11179	Jessica Coombs	5/26/2021	300.00
11180	Law Offices of Young Minney & Corr LLP	5/26/2021	6,853.05
11181	CONFIDENTIAL	5/26/2021	57.00
11182	Lindsay Mower	5/26/2021	300.00
11183	Little Passports	5/26/2021	250.32
11184	Mystery Science Inc.	5/26/2021	89.00
11185	Oak Meadow Inc.	5/26/2021	1,220.00
11186	Provenance	5/26/2021	808.08
11187	Reading For Life	5/26/2021	590.00
11188	School Pathways, LLC	5/26/2021	1,925.88
11189	Shane Cammell	5/26/2021	292.00
11190	Singapore Math, Inc.	5/26/2021	150.15
11191	The Cottonwood School	5/26/2021	2,068.81
11192	The Curiosity Collective	5/26/2021	720.00
11193	Tiffany Ridenour, Art	5/26/2021	1,600.00
11194	Verizon Wireless	5/26/2021	820.29
11195	Winship Community School	5/26/2021	7,214.04
11196	Franchise Tax Board	5/28/2021	10.00

Total Disbursements issued in May \$ 206,535.80

Lake View Charter School

Accounts Payable Aging

May 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
Little Passports	113622540	9/30/2020	10/30/2020	\$ -	\$ -	\$ 128.38	\$ -	\$ -	\$ 128.38
Procopio, Cory, Hargreaves & Savitch LL	754924	5/12/2021	5/12/2021	2,152.18	-	-	-	-	2,152.18
Debra Heiden	YFT-LVC-2021-1000	5/12/2021	5/12/2021	420.00	-	-	-	-	420.00
Beautiful Feet Books, Inc.	14395	5/14/2021	5/14/2021	187.53	-	-	-	-	187.53
Wonder Crate	LV007	5/19/2021	5/19/2021	34.90	-	-	-	-	34.90
San Diego State University Research Fo	211931	5/20/2021	5/20/2021	6,350.00	-	-	-	-	6,350.00
Rainbow Resource Center	3379722	4/30/2021	5/30/2021	105.14	-	-	-	-	105.14
Rainbow Resource Center	3380522	4/30/2021	5/30/2021	48.58	-	-	-	-	48.58
Little Passports	115789753	4/30/2021	5/30/2021	250.32	-	-	-	-	250.32
Little Passports	116107682	4/30/2021	5/30/2021	171.55	-	-	-	-	171.55
Peace Hill Press, Inc. dba Well Trained N	53899	4/30/2021	5/30/2021	120.52	-	-	-	-	120.52
Thrive Homeschool Program	362	4/30/2021	5/30/2021	12,076.48	-	-	-	-	12,076.48
E-Therapy, LLC	19001	4/30/2021	5/30/2021	312.00	-	-	-	-	312.00
Growing Healthy Children Therapy Servi	ILVCS_2104	4/30/2021	5/30/2021	768.50	-	-	-	-	768.50
8x8 Inc.	3001527	5/1/2021	5/31/2021	15.57	-	-	-	-	15.57
Barbara J Rice	112	5/1/2021	5/31/2021	525.00	-	-	-	-	525.00
Barbara J Rice	113	5/1/2021	5/31/2021	525.00	-	-	-	-	525.00
Barbara J Rice	212	5/1/2021	5/31/2021	253.00	-	-	-	-	253.00
Clarksville Charter School	4022021	5/1/2021	5/31/2021	2,640.56	-	-	-	-	2,640.56
Teacher Synergy, LLC	154406801	5/10/2021	5/31/2021	3.00	-	-	-	-	3.00
Teacher Synergy, LLC	154422570	5/10/2021	5/31/2021	112.00	-	-	-	-	112.00
Teacher Synergy, LLC	154422986	5/10/2021	5/31/2021	149.95	-	-	-	-	149.95
Rainwater Music Company	3	5/2/2021	6/1/2021	88.00	-	-	-	-	88.00
Rainbow Resource Center	3380382	5/3/2021	6/2/2021	30.83	-	-	-	-	30.83
Rainbow Resource Center	3380383	5/3/2021	6/2/2021	34.86	-	-	-	-	34.86
Rainbow Resource Center	3380385	5/3/2021	6/2/2021	35.07	-	-	-	-	35.07
Oak Meadow Inc.	120056	5/3/2021	6/2/2021	47.96	-	-	-	-	47.96
Oak Meadow Inc.	120063	5/3/2021	6/2/2021	76.88	-	-	-	-	76.88
Oak Meadow Inc.	120067	5/3/2021	6/2/2021	720.00	-	-	-	-	720.00
Home Science Tools	1118461A	5/3/2021	6/2/2021	25.72	-	-	-	-	25.72
Homeschool Spanish Academy	2021 - 03	5/4/2021	6/3/2021	745.00	-	-	-	-	745.00
Global Teletherapy	4840	5/4/2021	6/3/2021	13,367.25	-	-	-	-	13,367.25
All About Learning Press, Inc.	906700	5/4/2021	6/3/2021	101.75	-	-	-	-	101.75
Learning Without Tears	INV107961	5/4/2021	6/3/2021	26.63	-	-	-	-	26.63
MEL Science U.S., LLC	AG2021050501	5/4/2021	6/3/2021	139.60	-	-	-	-	139.60
Rainbow Resource Center	3380916	5/4/2021	6/3/2021	24.57	-	-	-	-	24.57
Teaching Textbooks	34535	5/4/2021	6/3/2021	43.08	-	-	-	-	43.08
Eat2Explore	101008	5/5/2021	6/4/2021	299.40	-	-	-	-	299.40
Eat2Explore	101017	5/5/2021	6/4/2021	104.80	-	-	-	-	104.80
Lakeshore	1598470521	5/5/2021	6/4/2021	212.58	-	-	-	-	212.58
Lakeshore	1726570521	5/5/2021	6/4/2021	2.13	-	-	-	-	2.13
Lakeshore	1727530521	5/5/2021	6/4/2021	561.68	-	-	-	-	561.68
Institute for Excellence in Writing	778593	5/4/2021	6/5/2021	37.10	-	-	-	-	37.10
TalkBox.Mom	538955	5/6/2021	6/5/2021	258.90	-	-	-	-	258.90
PresenceLearning, Inc.	INV43485	5/6/2021	6/5/2021	5,259.40	-	-	-	-	5,259.40
Rainbow Resource Center	3383971	5/7/2021	6/6/2021	295.96	-	-	-	-	295.96

Lake View Charter School

Accounts Payable Aging

May 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	3384041	5/7/2021	6/6/2021	96.95	-	-	-	-	96.95
Rainbow Resource Center	3384089	5/7/2021	6/6/2021	271.44	-	-	-	-	271.44
StaffRehab LLC	M0078879	5/7/2021	6/6/2021	326.25	-	-	-	-	326.25
Apollo Academy of Music	948	5/7/2021	6/6/2021	160.00	-	-	-	-	160.00
Apollo Academy of Music	949	5/7/2021	6/6/2021	160.00	-	-	-	-	160.00
Apollo Academy of Music	950	5/7/2021	6/6/2021	160.00	-	-	-	-	160.00
Apollo Academy of Music	951	5/7/2021	6/6/2021	160.00	-	-	-	-	160.00
Apollo Academy of Music	952	5/7/2021	6/6/2021	160.00	-	-	-	-	160.00
Apollo Academy of Music	953	5/7/2021	6/6/2021	160.00	-	-	-	-	160.00
Sheri Joyce aka Well Read Fred	LV-0421	5/8/2021	6/7/2021	60.00	-	-	-	-	60.00
Sheri Joyce aka Well Read Fred	LV-0521	5/9/2021	6/8/2021	120.00	-	-	-	-	120.00
Rainbow Resource Center	3385101	5/10/2021	6/9/2021	59.17	-	-	-	-	59.17
Rainbow Resource Center	3384459	5/10/2021	6/9/2021	67.72	-	-	-	-	67.72
Rainbow Resource Center	3384460	5/10/2021	6/9/2021	144.21	-	-	-	-	144.21
Rainbow Resource Center	3384461	5/10/2021	6/9/2021	84.14	-	-	-	-	84.14
LetMe! Technologies	ILVC_2104	5/10/2021	6/9/2021	330.00	-	-	-	-	330.00
Home Science Tools	1120247A	5/10/2021	6/9/2021	36.93	-	-	-	-	36.93
Home Science Tools	1120246A	5/11/2021	6/10/2021	168.14	-	-	-	-	168.14
All About Learning Press, Inc.	906756	5/11/2021	6/10/2021	104.90	-	-	-	-	104.90
Monarch River Academy	639	5/11/2021	6/10/2021	441.07	-	-	-	-	441.07
Rainbow Resource Center	3385408	5/11/2021	6/10/2021	91.36	-	-	-	-	91.36
Teaching Textbooks	34581	5/11/2021	6/10/2021	55.08	-	-	-	-	55.08
Teaching Textbooks	34621	5/11/2021	6/10/2021	98.53	-	-	-	-	98.53
Teacher Synergy, LLC	155708036	5/21/2021	6/11/2021	102.00	-	-	-	-	102.00
Teacher Synergy, LLC	155709056	5/21/2021	6/11/2021	3.25	-	-	-	-	3.25
Singapore Math, Inc.	416298	5/12/2021	6/11/2021	40.14	-	-	-	-	40.14
Rainbow Resource Center	3386828	5/12/2021	6/11/2021	71.46	-	-	-	-	71.46
Rainbow Resource Center	3387075	5/12/2021	6/11/2021	73.81	-	-	-	-	73.81
Rainbow Resource Center	3387076	5/12/2021	6/11/2021	29.49	-	-	-	-	29.49
North State Ballet LLC.	8	5/12/2021	6/11/2021	1,257.68	-	-	-	-	1,257.68
Eat2Explore	101028	5/12/2021	6/11/2021	167.20	-	-	-	-	167.20
Discount School Supply	P40420920101	5/12/2021	6/11/2021	109.51	-	-	-	-	109.51
Home Science Tools	1120759A	5/12/2021	6/11/2021	12.45	-	-	-	-	12.45
Interpreters Unlimited, Inc.	270715	5/12/2021	6/11/2021	50.00	-	-	-	-	50.00
Justin McKay, pianist	4	5/12/2021	6/11/2021	522.50	-	-	-	-	522.50
Home Science Tools	1120759B	5/13/2021	6/12/2021	146.77	-	-	-	-	146.77
Rainbow Resource Center	3387134	5/13/2021	6/12/2021	229.17	-	-	-	-	229.17
Rainbow Resource Center	3387525	5/13/2021	6/12/2021	60.30	-	-	-	-	60.30
Rainbow Resource Center	3387620	5/13/2021	6/12/2021	498.08	-	-	-	-	498.08
Rainbow Resource Center	3387854	5/13/2021	6/12/2021	86.50	-	-	-	-	86.50
Rainbow Resource Center	3387855	5/13/2021	6/12/2021	139.64	-	-	-	-	139.64
Rainbow Resource Center	3388029	5/14/2021	6/13/2021	21.38	-	-	-	-	21.38
Rainbow Resource Center	3388353	5/14/2021	6/13/2021	117.00	-	-	-	-	117.00
Rainbow Resource Center	3388595	5/14/2021	6/13/2021	176.97	-	-	-	-	176.97
TalkBox.Mom	514210 - 1	5/14/2021	6/13/2021	171.60	-	-	-	-	171.60
History Unboxed LLC	wc-11059HU	5/14/2021	6/13/2021	208.80	-	-	-	-	208.80
Jeanette Wise	9	5/14/2021	6/13/2021	220.00	-	-	-	-	220.00

Lake View Charter School

Accounts Payable Aging

May 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
Honest History Co	6592	5/14/2021	6/13/2021	78.72	-	-	-	-	78.72
Honest History Co	6600	5/14/2021	6/13/2021	76.20	-	-	-	-	76.20
KiwiCo, Inc	APR-21-LAKE-2	4/30/2021	6/14/2021	1,430.47	-	-	-	-	1,430.47
E-Therapy, LLC	19311	5/15/2021	6/14/2021	143.25	-	-	-	-	143.25
Little Passports	116223109	5/15/2021	6/14/2021	162.27	-	-	-	-	162.27
Little Passports	116223115	5/15/2021	6/14/2021	346.24	-	-	-	-	346.24
Rainbow Resource Center	3388764	5/17/2021	6/16/2021	49.70	-	-	-	-	49.70
Rainbow Resource Center	3388768	5/17/2021	6/16/2021	14.20	-	-	-	-	14.20
Rainbow Resource Center	3389178	5/17/2021	6/16/2021	120.13	-	-	-	-	120.13
Rainbow Resource Center	3389826	5/18/2021	6/17/2021	15.44	-	-	-	-	15.44
Rainbow Resource Center	3389829	5/18/2021	6/17/2021	195.06	-	-	-	-	195.06
Rainbow Resource Center	3389841	5/18/2021	6/17/2021	191.98	-	-	-	-	191.98
Rainbow Resource Center	3389845	5/18/2021	6/17/2021	97.01	-	-	-	-	97.01
Rainbow Resource Center	3390247	5/18/2021	6/17/2021	23.27	-	-	-	-	23.27
Rainbow Resource Center	3390480	5/18/2021	6/17/2021	15.56	-	-	-	-	15.56
Rainbow Resource Center	3390483	5/18/2021	6/17/2021	15.56	-	-	-	-	15.56
Singapore Math, Inc.	416919	5/18/2021	6/17/2021	105.10	-	-	-	-	105.10
Singapore Math, Inc.	417005	5/18/2021	6/17/2021	61.91	-	-	-	-	61.91
Rainbow Resource Center	3385100	5/18/2021	6/17/2021	247.04	-	-	-	-	247.04
CB Music Studios	17009	5/18/2021	6/17/2021	109.00	-	-	-	-	109.00
Eat2Explore	101041	5/18/2021	6/17/2021	20.00	-	-	-	-	20.00
Enid Music	1878	5/18/2021	6/17/2021	106.00	-	-	-	-	106.00
Academics in a Box Incorporated	14108	5/19/2021	6/18/2021	79.90	-	-	-	-	79.90
Institute for Excellence in Writing	780450	5/18/2021	6/18/2021	100.00	-	-	-	-	100.00
Rainbow Resource Center	3391386	5/19/2021	6/18/2021	123.58	-	-	-	-	123.58
Rainbow Resource Center	3391387	5/19/2021	6/18/2021	64.79	-	-	-	-	64.79
Rainbow Resource Center	3391389	5/19/2021	6/18/2021	57.91	-	-	-	-	57.91
Rainbow Resource Center	3391392	5/19/2021	6/18/2021	35.97	-	-	-	-	35.97
Rainbow Resource Center	3391394	5/19/2021	6/18/2021	60.33	-	-	-	-	60.33
Rainbow Resource Center	3391712	5/19/2021	6/18/2021	55.54	-	-	-	-	55.54
Rainbow Resource Center	3391715	5/19/2021	6/18/2021	14.81	-	-	-	-	14.81
Rainbow Resource Center	3391717	5/19/2021	6/18/2021	22.11	-	-	-	-	22.11
Signing Online, LLC	7599	5/20/2021	6/19/2021	75.00	-	-	-	-	75.00
Nicole the Math Lady, LLC	3152	5/20/2021	6/19/2021	79.00	-	-	-	-	79.00
Nicole the Math Lady, LLC	3153	5/20/2021	6/19/2021	49.00	-	-	-	-	49.00
LEGO Education	1190456110	4/20/2021	6/19/2021	359.13	-	-	-	-	359.13
A Brighter Child, Inc	56500	5/20/2021	6/19/2021	90.00	-	-	-	-	90.00
A Brighter Child, Inc	56504	5/20/2021	6/19/2021	90.00	-	-	-	-	90.00
A Brighter Child, Inc	56506	5/20/2021	6/19/2021	120.00	-	-	-	-	120.00
A Brighter Child, Inc	56507	5/20/2021	6/19/2021	320.00	-	-	-	-	320.00
A Brighter Child, Inc	56510	5/20/2021	6/19/2021	90.00	-	-	-	-	90.00
A Brighter Child, Inc	56512	5/20/2021	6/19/2021	120.00	-	-	-	-	120.00
A Brighter Child, Inc	56513	5/20/2021	6/19/2021	325.00	-	-	-	-	325.00
A Brighter Child, Inc	57843	5/20/2021	6/19/2021	110.00	-	-	-	-	110.00
Discount School Supply	P40443590101	5/20/2021	6/19/2021	66.19	-	-	-	-	66.19
Evan-Moor	INV314553	5/21/2021	6/20/2021	414.18	-	-	-	-	414.18
Crafty School Crates	19589	5/21/2021	6/20/2021	555.72	-	-	-	-	555.72

Lake View Charter School

Accounts Payable Aging

May 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
Crafty School Crates	19598	5/21/2021	6/20/2021	617.14	-	-	-	-	617.14
Crafty School Crates	19599	5/21/2021	6/20/2021	779.22	-	-	-	-	779.22
Academics in a Box Incorporated	14122	5/21/2021	6/20/2021	39.95	-	-	-	-	39.95
KiwiCo, Inc	MAY-21-LAKE-1	5/15/2021	6/29/2021	1,076.98	-	-	-	-	1,076.98
Math-U-See Inc.	0707769-IN	5/14/2021	6/30/2021	173.00	-	-	-	-	173.00
Math-U-See Inc.	0708534-IN	5/20/2021	6/30/2021	68.00	-	-	-	-	68.00
Studies Weekly	387293	4/12/2021	9/1/2021	32.12	-	-	-	-	32.12
Studies Weekly	387360	4/12/2021	9/1/2021	32.12	-	-	-	-	32.12
Total Outstanding Payables in May				\$ 67,713.32	\$ -	\$ 128.38	\$ -	\$ -	\$ 67,841.70
									18,738.32

Lake View Charter School

Due (To)/From All Inspire Charter School Locations

For the period ended May 31, 2021

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

Coversheet

Annual Budget

Section: II. Finance
Item: B. Annual Budget
Purpose: Vote
Submitted by:
Related Material: FY20_LakeView_Budget Presentation.pdf



Lake View Charter School

FY21-22 Budget

Attendance and Data Metrics

<i>Enrollment & Per Pupil Data</i>		
	FY21-22 Budget	FY20-21 Forecast
<i>Average Enrollment</i>	628	460
<i>ADA</i>	615	434
<i>Attendance Rate</i>	98.0%	98.0%
<i>Unduplicated %</i>	50.4%	50.4%
<i>Revenue per ADA</i>	\$11,557	\$10,697
<i>Expenses per ADA</i>	\$11,404	\$10,719

- **41%** increase in average daily attendance.

Revenue

- **53% increase in budgeted revenue driven by:**
 - **5.07%** increase in LCFF rates.
 - Increase in total enrollment.
 - Title I & II funding – **\$83K**.
 - Elementary and Secondary School Relief Funds II (ESSER)- **\$228k**.
 - Expanded Learning Opportunities Grant - **\$281k**.

	<i>Annual/Full Year</i>		
	FY21-22 Budget	FY20-21 Forecast	Inc/(Dec)
Revenue			
State Aid-Rev Limit	\$ 5,931,541	\$ 3,985,678	\$ 1,945,862
Federal Revenue	386,424	255,205	131,219
Other State Revenue	789,718	393,438	396,280
Other Local Revenue	-	10,654	(10,654)
Total Revenue	\$ 7,107,682	\$ 4,644,975	\$ 2,462,708

Expense

- **51% increase in budgeted expenses driven by:**
 - Increase to total Staffing & associated Benefits.
 - Title I & II expenditures.
 - One-time ESSER and ELO spending.
 - Increase in Student Fund allotment.

Expenses

	<i>Annual/Full Year</i>		
	FY21-22 Budget	FY20-21 Forecast	Inc/(Dec)
Certificated Salaries	\$ 2,746,067	\$ 1,828,909	\$ 917,158
Classified Salaries	108,916	118,366	\$ (9,450)
Benefits	949,062	591,770	\$ 357,292
Books and Supplies	1,500,803	775,707	\$ 725,096
Subagreement Services	744,060	647,818	\$ 96,242
Operations	138,900	93,347	\$ 45,553
Facilities	700	463	\$ 237
Professional Services	647,425	521,096	\$ 126,328
Depreciation	-	-	\$ -
Interest	177,629	77,342	\$ 100,286
Total Expenses	\$ 7,013,561	\$ 4,654,819	\$ 2,358,742

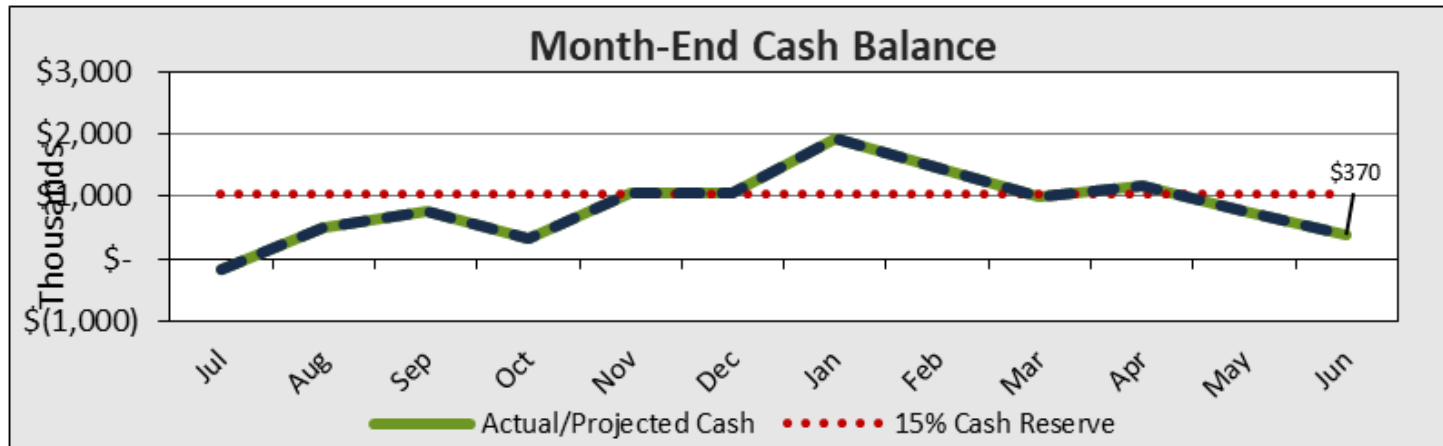
Fund Balance

- Budget surplus represents 1.3% of Annual Expenses.
- Increase to total Charter Fund Balance projected.

	<i>Annual/Full Year</i>		
	FY21-22 Budget	FY20-21 Forecast	Inc/(Dec)
Total Surplus(Deficit)	\$ 94,121	\$ (9,844)	\$ 103,966
Beginning Fund Balance	<u>212,020</u>	<u>221,864</u>	
Ending Fund Balance	<u>\$ 306,141</u>	<u>\$ 212,020</u>	
<i>As a % of Annual Expenses</i>	<i>4.4%</i>	<i>4.6%</i>	

Cash

- Receivable sales anticipated to sustain positive cash flow.
- Year-end cash balance budgeted at \$370k.



Multi-Year Projections

- Multi-year surplus and increase to cash balance projected.

	2021-22	2022-23	2023-24
Total Revenue	\$ 7,107,682	\$ 6,751,393	\$ 6,940,003
Total Expenses	<u>7,013,561</u>	<u>6,596,165</u>	<u>6,657,330</u>
Annual Surplus	<u>94,122</u>	<u>155,228</u>	<u>282,673</u>
Beginning Fund Balance	<u>212,020</u>	<u>306,142</u>	<u>461,369</u>
Ending Fund Balance	<u>\$ 306,142</u>	<u>\$ 461,369</u>	<u>\$ 744,043</u>
<i>As a % of Annual Expenses</i>	<i>4.4%</i>	<i>7.0%</i>	<i>11.2%</i>
Ending Cash Balance	<u>\$ 370,380</u>	<u>\$ 131,471</u>	<u>\$ 397,695</u>

Appendix

- Monthly Cash Flow / Budget 21-22

Lake View Charter School

Monthly Cash Flow/Budget FY21-22

Revised 6/9/21

ADA = 615.00



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
ADA = 615.00																
Revenues																
State Aid - Revenue Limit																
8011 LCFF State Aid	-	190,550	190,550	342,989	342,989	342,989	342,989	342,989	701,885	701,885	701,885	701,885	701,885	5,605,473	5,605,473	-
8012 Education Protection Account	-	-	-	30,750	-	-	30,750	-	-	30,750	-	-	30,750	123,000	123,000	-
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096 In Lieu of Property Taxes	-	8,284	16,567	11,045	11,045	11,045	11,045	11,045	40,998	20,499	20,499	20,499	20,499	203,068	203,068	-
	-	198,833	207,117	384,784	354,034	354,034	384,784	354,034	742,883	753,134	722,384	722,384	753,134	5,931,541	5,931,541	-
Federal Revenue																
8181 Special Education - Entitlement	-	2,530	2,530	4,553	4,553	4,553	4,553	4,553	9,318	9,318	9,318	9,318	9,318	74,415	74,415	-
8182 Special Education - Discretionary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8220 Federal Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8290 Title I, Part A - Basic Low Income	-	-	17,761	-	-	53,282	-	-	-	-	-	-	-	71,043	71,043	-
8291 Title II, Part A - Teacher Quality	-	-	2,999	-	-	8,998	-	-	-	-	-	-	-	11,997	11,997	-
8293 Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8294 Title V, Part B - PCSG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8295 Charter Facility Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8296 Other Federal Revenue	-	-	-	-	-	228,969	-	-	-	-	-	-	-	228,969	228,969	-
8299 Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	2,530	23,290	4,553	4,553	295,802	4,553	4,553	9,318	9,318	9,318	9,318	9,318	386,424	386,424	-
Other State Revenue																
8311 State Special Education	-	12,857	12,857	23,143	23,143	23,143	23,143	23,143	47,359	47,359	47,359	47,359	47,359	378,225	378,225	-
8520 Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8545 School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8550 Mandated Cost	-	-	-	-	-	7,910	-	-	-	-	-	-	-	7,910	7,910	-
8560 State Lottery	-	-	-	-	-	-	20,801	-	-	20,801	-	-	80,782	122,385	122,385	-
8598 Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599 Other State Revenue	-	-	-	-	-	281,198	-	-	-	-	-	-	-	281,198	281,198	-
	-	12,857	12,857	23,143	23,143	312,251	43,944	23,143	47,359	68,161	47,359	47,359	128,141	789,718	789,718	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	-	214,220	243,264	412,480	381,730	962,087	433,282	381,730	799,560	830,613	779,061	779,061	890,593	7,107,682	7,107,682	-
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	168,025	174,427	174,427	174,427	174,427	174,427	174,427	174,427	174,427	174,427	174,427	174,427	-	2,086,717	2,086,717	-
1170 Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175 Teachers' Extra Duty/Stipends	-	-	11,035	11,035	11,035	11,035	11,035	11,035	11,035	11,035	11,035	11,035	-	110,350	110,350	-
1200 Pupil Support Salaries	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	-	168,000	168,000	-
1300 Administrators' Salaries	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	-	300,000	300,000	-
1900 Other Certificated Salaries	6,750	6,750	6,750	6,750	6,750	6,750	6,750	6,750	6,750	6,750	6,750	6,750	-	81,000	81,000	-
	213,775	220,177	231,212	231,212	231,212	231,212	231,212	231,212	231,212	231,212	231,212	231,212	-	2,746,067	2,746,067	-
Classified Salaries																
2100 Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200 Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2300 Classified Administrators' Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2400 Clerical and Office Staff Salaries	3,644	3,644	3,644	3,644	3,644	3,644	3,644	3,644	3,644	3,644	3,644	3,644	-	43,730	43,730	-
2900 Other Classified Salaries	5,432	5,432	5,432	5,432	5,432	5,432	5,432	5,432	5,432	5,432	5,432	5,432	-	65,186	65,186	-
	9,076	9,076	9,076	9,076	9,076	9,076	9,076	9,076	9,076	9,076	9,076	9,076	-	108,916	108,916	-
Benefits																
3101 STRS	34,033	35,052	36,809	36,809	36,809	36,809	36,809	36,809	36,809	36,809	36,809	36,809	-	437,174	437,174	-
3202 PERS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3301 OASDI	563	563	563	563	563	563	563	563	563	563	563	563	-	6,753	6,753	-
3311 Medicare	3,231	3,324	3,484	3,484	3,484	3,484	3,484	3,484	3,484	3,484	3,484	3,484	-	41,397	41,397	-
3401 Health and Welfare	21,250	21,250	21,250	21,250	21,250	21,250	21,250	21,250	21,250	21,250	21,250	21,250	-	255,000	255,000	-
3501 State Unemployment	1,301	1,301	1,301	1,301	1,301	1,301	6,505	5,204	2,602	1,301	1,301	1,301	-	26,019	26,019	-
3601 Workers' Compensation	3,120	3,210	3,364	3,364	3,364	3,364	3,364	3,364	3,364	3,364	3,364	3,364	-	39,970	39,970	-
3901 Other Benefits	11,143	11,463	12,014	12,014	12,014	12,014	12,014	12,014	12,014	12,014	12,014	12,014	-	142,749	142,749	-
	74,640	76,162	78,785	78,785	78,785	78,785	83,989	82,688	80,086	78,785	78,785	78,785	-	949,062	949,062	-
Books and Supplies																
4100 Textbooks and Core Materials	6,381	6,381	6,381	6,381	6,381	6,381	6,381	6,381	6,381	6,381	6,381	6,381	-	76,577	76,577	-
4200 Books and Reference Materials	1,908	1,908	1,908	1,908	1,908	1,908	1,908	1,908	1,908	1,908	1,908	1,908	-	22,900	22,900	-
4302 School Supplies	8,604	150,368	82,752	98,202	58,011	87,527	64,157	91,226	145,807	148,473	93,513	93,513	-	1,122,152	1,122,152	-
4305 Software	7,245	7,245	7,245	7,245	7,245	7,245	7,245	7,245	7,245	7,245	7,245	7,245	-	86,940	86,940	-
4310 Office Expense	225	225	225	225	225	225	225	225	225	225	225	225	-	2,700	2,700	-
4311 Business Meals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4312 School Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Lake View Charter School

Monthly Cash Flow/Budget FY21-22

Revised 6/9/21

ADA = 615.00



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Budget	Original Budget Total	Favorable / (Unfav.)
4400 Noncapitalized Equipment	1,453	25,397	13,977	16,586	9,798	14,784	10,836	15,408	24,627	25,077	15,794	15,794	-	189,534	189,534	-
4700 Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	25,817	191,525	112,489	130,548	83,569	118,071	90,753	122,394	186,194	189,310	125,067	125,067	-	1,500,803	1,500,803	-
Subagreement Services																
5101 Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5102 Special Education	19,142	19,142	19,142	19,142	19,142	19,142	19,142	19,142	19,142	19,142	19,142	19,142	-	229,700	229,700	-
5103 Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5104 Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5105 Security	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5106 Other Educational Consultants	1,897	33,157	18,247	21,654	12,792	19,300	14,147	20,116	32,151	32,739	20,620	20,620	-	247,441	247,441	-
5107 Instructional Services	22,243	22,243	22,243	22,243	22,243	22,243	22,243	22,243	22,243	22,243	22,243	22,243	-	266,919	266,919	-
	43,282	74,542	59,632	63,039	54,177	60,685	55,532	61,501	73,536	74,124	62,005	62,005	-	744,060	744,060	-
Operations and Housekeeping																
5201 Auto and Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5300 Dues & Memberships	783	783	783	783	783	783	783	783	783	783	783	783	-	9,400	9,400	-
5400 Insurance	8,858	8,858	8,858	8,858	8,858	8,858	8,858	8,858	8,858	8,858	8,858	8,858	-	106,300	106,300	-
5501 Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5502 Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5516 Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5531 ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900 Communications	1,633	1,633	1,633	1,633	1,633	1,633	1,633	1,633	1,633	1,633	1,633	1,633	-	19,600	19,600	-
5901 Postage and Shipping	300	300	300	300	300	300	300	300	300	300	300	300	-	3,600	3,600	-
	11,575	11,575	11,575	11,575	11,575	11,575	11,575	11,575	11,575	11,575	11,575	11,575	-	138,900	138,900	-
Facilities, Repairs and Other Leases																
5601 Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5602 Additional Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5603 Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5604 Other Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5605 Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610 Repairs and Maintenance	58	58	58	58	58	58	58	58	58	58	58	58	-	700	700	-
	58	58	58	58	58	58	58	58	58	58	58	58	-	700	700	-
Professional/Consulting Services																
5801 IT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5802 Audit & Taxes	-	-	-	4,000	4,000	4,000	-	-	-	-	-	-	-	12,000	12,000	-
5803 Legal	4,958	4,958	4,958	4,958	4,958	4,958	4,958	4,958	4,958	4,958	4,958	4,958	-	59,500	59,500	-
5804 Professional Development	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	-	21,997	21,997	-
5805 General Consulting	833	833	833	833	833	833	833	833	833	833	833	833	-	10,000	10,000	-
5806 Special Activities/Field Trips	152	2,652	1,460	1,732	1,023	1,544	1,132	1,609	2,572	2,619	1,649	1,649	-	19,793	19,793	-
5807 Bank Charges	942	942	942	942	942	942	942	942	942	942	942	942	-	11,300	11,300	-
5808 Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5809 Other taxes and fees	242	242	242	242	242	242	242	242	242	242	242	242	-	2,900	2,900	-
5810 Payroll Service Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5811 Management Fee	32,609	32,609	32,609	32,609	32,609	32,609	32,609	32,609	32,609	32,609	32,609	32,609	-	391,304	391,304	-
5812 District Oversight Fee	-	3,977	4,142	7,696	7,081	7,081	7,696	7,081	14,858	15,063	14,448	14,448	15,063	118,631	118,631	-
5813 County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814 SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5815 Public Relations/Recruitment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	41,568	48,046	47,019	54,845	53,521	54,041	50,244	50,107	58,846	59,098	57,514	57,514	15,063	647,425	647,425	-
Depreciation																
6900 Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest																
7438 Interest Expense	-	34,985	23,323	-	47,728	-	47,728	-	-	23,864	-	-	-	177,629	177,629	-
	-	34,985	23,323	-	47,728	-	47,728	-	-	23,864	-	-	-	177,629	177,629	-
Total Expenses	419,793	666,146	573,169	579,138	569,701	563,503	580,167	568,610	650,584	677,102	575,292	575,292	15,063	7,013,561	7,013,561	-
Monthly Surplus (Deficit)	(419,793)	(451,926)	(329,906)	(166,658)	(187,971)	398,584	(146,886)	(186,880)	148,976	153,510	203,769	203,769	875,531	94,122	94,122	-
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(419,793)	(451,926)	(329,906)	(166,658)	(187,971)	398,584	(146,886)	(186,880)	148,976	153,510	203,769	203,769	875,531	94,122		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	327,951	258,594	257,515	254,312	164,399	37,599	131,091	-	-	-	-	-	(890,593)	540,868		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

	Cert.	Instr.
	49.3%	83.6%
	660,679	254,110

Lake View Charter School

Monthly Cash Flow/Budget FY21-22

Revised 6/9/21

ADA = 615.00



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Budget
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(9,572)	-	-	-	-	-	-	-	-	-	-	-	15,063	5,490
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Liabilities	-	-	-	-	-	(140,599)	-	-	-	-	-	-	-	(140,599)
Cash flows from investing activities														
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities														
Proceeds from Factoring		874,623	583,082	-	1,193,205	-	1,193,205	-	-	596,603	-	-	-	4,440,717
Payments on Factoring	(307,537)	-	(250,236)	(248,880)	(159,546)	-	-	-	-	-	-	-	-	(966,199)
Proceeds(Payments) on Debt	-	-	-	(291,541)	(291,541)	(291,541)	(291,541)	(291,541)	(596,603)	(596,603)	(596,603)	(596,603)	-	(3,844,115)
Total Change in Cash	(408,951)	681,291	260,455	(452,766)	718,547	4,043	885,869	(478,421)	(447,626)	153,510	(392,833)	(392,833)		
Cash, Beginning of Month	240,095	(168,855)	512,436	772,891	320,124	1,038,671	1,042,714	1,928,583	1,450,163	1,002,536	1,156,047	763,213		
Cash, End of Month	(168,855)	512,436	772,891	320,124	1,038,671	1,042,714	1,928,583	1,450,163	1,002,536	1,156,047	763,213	370,380		

Original Budget Total	Favorable / (Unfav.)
-----------------------	----------------------

Pupil:Teacher Ratio	
17.57	:1

Coversheet

Shared Executive Personnel Memorandum of Understanding for Julie Haycock-Cavender and Jenell Sherman

Section: II. Finance
Item: C. Shared Executive Personnel Memorandum of Understanding for Julie Haycock-Cavender and Jenell Sherman
Purpose: Vote
Submitted by:
Related Material:
Attachments A-1 and A-2 to Executive Shared Personnel Services MOU.pdf
DOCS-#4507850-v1-North Schools_Executive Shared Personnel Services MOU (2021-22).pdf

BACKGROUND:

The Shared Executive Personnel MOU is an agreement between the four schools, Winship Community School, Lake View Charter School, Feather River Charter School and Clarksville Charter School. This agreement achieves cost savings and adds valuable personnel services to each school. Shared Personnel among the four schools makes it possible to successfully implement their respective education programs in an efficient and cost effective manner.

RECOMMENDATION:

Recommended for Board approval.

Job Description Executive Director

Direct Report:	School Board
Supervises:	Teachers & Classified Staff
FSLA Status:	Exempt
Contract Type:	A

Summary of Position:

The Executive Director is responsible for the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Executive Director work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during weekends/breaks/holidays. This position will require travel both within and outside of the region. The Executive Director will uphold and promote the school's mission and vision at all times.

The salary is based on experience and region's size. The Executive Director is not required to carry a caseload of students.

Duties and Responsibilities:

- Be professional, fair, and a team player in all duties, actions, and communications
- Keep the Board informed of the condition of the school's educational program and assure effective communication between the Board and school staff as needed
- Actively engage in the preparation of Board agendas and prepare and submit recommendations to the Board to all matters requiring board action
- See to the execution of all decisions and requests from the Board
- See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered
- Complete and submit all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies
- Ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties

- Primarily responsible for hiring new Assistant Director(s), Regional Coordinators, Homeschool Teachers, and other positions as appropriate by screening applicants, participating in interviews, and assist as needed during the hiring/onboarding process
- Directly Supervise and train Assistant Director(s) and Regional Coordinators
- Supervise and support Homeschool Teachers and other regional support positions (High School Success Coordinator, Community Connections Coordinator, Teacher Training Coordinator, Testing and Assessment Coordinator, etc.)
- Collaborate with Department Directors and Administrators and ensure information, processes, and procedures from Departments are shared with fidelity and in a timely manner
- Participate in weekly check-ins with Assistant Director(s) for their updates from regional support staff meetings
- Promote student academic achievement at all levels
- Advocate for equitable academic and extracurricular programs in all facets of the school
- Oversight of Work Sample review and collection
- Oversight of Attendance Log review and collection
- Monitor Student Compliance and academic progress
- Review Teacher Tracking Reports
- Ensure all school websites and resources are accurate and up to date
- Collaborate on the Weekly Update
- Attend Leadership Meetings as needed
- Attend Regional Coordinator meetings (virtual and or in person) as needed
- Regularly visit and support school events
- Ensure Year-End Transition (YET) is completed accurately and on time
- Participate in data collection and analysis
- Monitor and support compliance issues that arise with students, Homeschool Teachers, or Regional Coordinators, including Compliance Conferences
- Monitor and ensure successful testing participation and administration
- Complete student transfers
- Monitor and report teacher and student numbers, as needed
- Seek approval for staffing needs
- Participate in staff evaluations
- Help monitor and direct special committees and or adjunct duties
- Ensure proper teacher training and professional development
- Attend Annual Admin/Leadership retreat and assist with the planning of Regional Retreats
- Help plan and book events (Examples: Holiday Party, Graduation, Retreats, Back to School, etc.)
- Approve school employee salaries
- Approve stipends, overtime, and time off requests
- Execute staff contracts
- Complete Form 700
- Execute contracts
- Ensure SPED services are provided appropriately

- Ensure Intervention services are provided appropriately
- Ensure the LCAP is created and implemented
- Report Local Dashboard Indicators
- Monitor and approve day to day spending and delegated borrowing and lending authority
- Approve payroll and accounts payable
- Implement policies and practices outlined in all handbooks
- Monitor student data to drive instruction and programs
- Foster positive authorizer relationships
- Be responsive and address staff, student, parent, community, and board concerns and calls
- Implement WASC Action Plan
- Complete and approve attendance reports
- Other duties as assigned

Job Description Vice Principal

Direct Report:	School Board
Supervises:	Teachers & Classified Staff
FSLA Status:	Exempt
Contract Type:	A

Summary of Position:

The Vice Principal assists the Executive Director in the effective operation of the school including the general administration of all instructional, business or other operations of the school, and for advising and making recommendations to the School Board on such items/areas. He/she is also responsible for the support and growth of the charter school including both teaching and support staff as well as students and families. The 12 month position requires the Vice Principal work in both his/her home office and out in the field as needed and, as with other high level leadership roles, may also be called upon under special circumstances to be available during weekends/breaks/holidays. The Vice Principal will uphold and promote the school's mission and vision at all times.

The salary is based on experience and region's size. The Vice Principal is not required to carry a caseload of students.

Duties and Responsibilities:

- Be professional, fair, and a team player in all duties, actions, and communications
- Keep the Board informed of the condition of the school's educational program and assure effective communication between the Board and school staff as needed
- Actively engage in the preparation of Board agendas and prepare and submit recommendations to the Board to all matters requiring board action
- See to the execution of all decisions and requests from the Board
- See that all funds, physical assets, and other property of the school are appropriately safeguarded and administered
- Complete and submit all reports, requests, and other deliverables as required by various governing or authorizing bodies or Board policies
- Ensure that annual budgets and financial reports are prepared and submitted to all pertinent parties
- Primarily responsible for hiring new Assistant Director(s), Regional Coordinators, Homeschool Teachers, and other positions as appropriate by screening applicants, participating in interviews, and assist as needed during the hiring/onboarding process

- Directly Supervise and train Assistant Director(s) and Regional Coordinators
- Supervise and support Homeschool Teachers and other regional support positions (High School Success Coordinator, Community Connections Coordinator, Teacher Training Coordinator, Testing and Assessment Coordinator, etc.)
- Collaborate with Department Directors and Administrators and ensure information, processes, and procedures from Departments are shared with fidelity and in a timely manner
- Participate in weekly check-ins with Assistant Director(s) for their updates from regional support staff meetings
- Promote student academic achievement at all levels
- Advocate for equitable academic and extracurricular programs in all facets of the school
- Oversight of Work Sample review and collection
- Oversight of Attendance Log review and collection
- Monitor Student Compliance and academic progress
- Review Teacher Tracking Reports
- Ensure all school websites and resources are accurate and up to date
- Collaborate on the Weekly Update
- Attend Leadership Meetings as needed
- Attend Regional Coordinator meetings (virtual and or in person) as needed
- Regularly visit and support school events
- Ensure Year-End Transition (YET) is completed accurately and on time
- Participate in data collection and analysis
- Monitor and support compliance issues that arise with students, Homeschool Teachers, or Regional Coordinators, including Compliance Conferences
- Monitor and ensure successful testing participation and administration
- Complete student transfers
- Monitor and report teacher and student numbers, as needed
- Seek approval for staffing needs
- Participate in staff evaluations
- Help monitor and direct special committees and or adjunct duties
- Ensure proper teacher training and professional development
- Attend Annual Admin/Leadership retreat and assist with the planning of Regional Retreats
- Help plan and book events (Examples: Holiday Party, Graduation, Retreats, Back to School, etc.)
- Approve school employee salaries
- Approve stipends, overtime, and time off requests
- Execute staff contracts
- Complete Form 700
- Execute contracts
- Ensure SPED services are provided appropriately
- Ensure Intervention services are provided appropriately
- Ensure the LCAP is created and implemented
- Report Local Dashboard Indicators

- Monitor and approve day to day spending and delegated borrowing and lending authority
- Approve payroll and accounts payable
- Implement policies and practices outlined in all handbooks
- Monitor student data to drive instruction and programs
- Foster positive authorizer relationships
- Be responsive and address staff, student, parent, community, and board concerns and calls
- Implement WASC Action Plan
- Complete and approve attendance reports
- Other duties as assigned

**MEMORANDUM OF UNDERSTANDING
FOR SHARED EXECUTIVE PERSONNEL SERVICES**

This Memorandum of Understanding for Shared Executive Personnel Services (“MOU”) is entered into as of July 1, 2021 (“Effective Date”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “Party” and collectively as the “Parties” to this MOU: Lake View Charter School (“LVCS”), Winship Community School (“WCS”), Clarksville Charter School (“CCS”), and Feather River Charter School (“FRCS”).

RECITALS

WHEREAS, LVCS, WCS, CCS, and FRCS are each nonprofits that operate California public charter schools;

WHEREAS, LVCS entered into an employment agreement effective as of July 1, 2021, with Julie Haycock (“Haycock”) as the Executive Director of LVCS. As part of the terms of Haycock’s Employment Agreement and addendum effective as of July 1, 2021, Haycock and LVCS agree that LVCS may be on loan to WCS, CCS and FRCS in the roles designated herein.

WHEREAS, CCS entered into an employment agreement effective as of July 1, 2021, with Jenell Sherman as the Executive Director of CCS. As part of the terms of Sherman’s Employment Agreement and addendum effective July 1, 2021, Sherman and CCS agree that Sherman may be on loan to LVCS, WCS and FRCS in the roles designated herein.

WHEREAS, the Parties seek to share the services of: (i) Haycock as an Executive Director for LVCS and WCS and as Vice Principal for CCS and FRCS; and (ii) Sherman as an Executive Director for CCS and FRCS and Vice Principal for LVCS and WCS (collectively, the “Shared Personnel”) among them cooperatively in order to achieve cost savings and other benefits for each Party, so that each Party may have access to additional, valuable and/or specialized personnel services that might otherwise not be available to them;

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to equitably and appropriately allocate and document costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the sufficiency of which is acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. **Shared Personnel Services.** During the term of this MOU, the Parties shall coordinate with each other for the Shared Personnel to perform the services described in **Attachment A** (the “Services”) under the terms and conditions set forth herein.

2. **Relationship of Parties.** The Parties acknowledge that Shared Personnel are and shall remain employees of LVCS and CCS (as set forth in the above Recitals), which shall constitute the sole employers and “Lessors” of Services performed by Shared Personnel under this MOU. The non-Lessor

Parties entitled to receive Services from Shared Personnel pursuant to the terms of the MOU shall constitute the “Lessees.” Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessors and their respective governing boards, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this MOU shall not terminate the Shared Personnel’s employment relationship with their respective Lessors. Lessees are not, and nothing in this MOU shall cause Lessees to become, third party beneficiaries to the Lessors’ respective employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

3. **Allocation.** Each Party’s right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formula set forth in **Attachment B (the “Allocation”)**.

4. **Allocation of Services.** Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party’s Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. **Allocation of Fees and Expenses.** As consideration for the Services provided by Shared Personnel, each Lessee shall pay to the Lessors the fees and expenses set forth herein.

a. **Fees.** Each Lessee shall pay to the Lessors a fee that is calculated based on their Allocation of the annual total cost incurred by Lessors in employing the respective Shared Personnel as set forth in **Attachment B**. The total cost shall be fixed as of July 1 for each year of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by Lessors in **Attachment B**.

b. **Expenses.** Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be split evenly between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000 must be approved in advance by the affected Parties. Invoices for expenses shall be sent by Lessors within [thirty (30)] days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts). If the reasonable and necessary expense is incurred by Shared Personnel by one Party, that Party shall be responsible for the full cost of the expense.

6. **Monthly Payment.** Lessors shall provide monthly statements to the non-Lessor parties which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each non-Lessor Party shall submit payment to Lessors within thirty (30) days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessors in writing within thirty (30) days after receipt of the invoice. Lessors shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

7. **Lessor Responsibilities.** In addition to any other promises and covenants identified herein, Lessors shall have the following responsibilities under this MOU as it pertains to their respective employee:

a. Comply with all applicable federal, state and local laws and regulations,

including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

d. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

e. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

f. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

8. Lessee Responsibilities. In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessors regarding the performance of Shared Personnel.

9. Term and Termination.

a. Term. The MOU is effective as of July 1, 2021 and shall remain in effect until June 30, 2022 (the "Initial Term"). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating

Party of any of its obligations under this MOU prior to the effective date of such termination. Termination by a Lessee will not automatically terminate this MOU as to the remaining Parties. In the event a Lessee's participation in this MOU is terminated, the remaining Parties' Allocation shall be re-assessed consistent with Section 3 of this MOU.

b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

- i. Material Breach. Any Party may terminate this MOU the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice is provided to all Parties. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. Following termination under this subsection, the breaching Party remains responsible for paying its Allocation of fees through the last day of the month in which the MOU is terminated.
- ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate their participation in the MOU. Notice of any such revocation or non-renewal shall be provided as soon as possible.
- iii. Termination for Change in Shared Personnel. Any Party may terminate this MOU upon a change in the employment status of Shared Personnel. A legally protected leave of absence taken by Shared Personnel shall not constitute a change in employment status under this subdivision and shall not give cause for termination of this MOU. In the event Shared Personnel are on an extended leave of absence or are no longer employed by the respective Lessor, that Lessor and applicable Lessees may mutually agree upon a replacement. In the event Shared Personnel are terminated which results in a severance, the terminating party shall be responsible for paying for any severance required by that contract

c. Termination by Agreement of All Parties. This MOU may be terminated at any time upon a written agreement of all Parties.

10. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

11. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to

Confidential Information shall survive termination of this MOU.

a. Scope. “Confidential Information” means non-public information marked either “confidential” or “proprietary,” or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, closed session records and communications, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising and marketing strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. Notice. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including through a subpoena or request under the California Public Records Act, but excluding requests in connection with routine supervisory examination by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), the Party to which the request for disclosure is made shall provide the Party(ies) whose Confidential Information is requested with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the affected Party(ies) to seek a restraining order or other appropriate relief.

c. Return. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned.

12. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”) and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessors shall be designated as having a legitimate educational interest in accessing each Lessee’s student education records, as that term is defined by and for purposes of FERPA, thereby allowing Shared Personnel to access personally identifiable information from student education records from the Lessees as needed to perform the Services. For purposes of this MOU, the term “personally identifiable information” (“PII”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessors shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessees. Lessors shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessors shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

13. Conflicts. In the event an actual or potential conflict arises between the Parties, the affected Parties shall seek to resolve the conflict, while taking reasonable measures to protect from disclosure any Confidential Information.

14. Insurance. Lessors shall procure and maintain in full force and effect for the duration of

this MOU, the following insurance in connection with Lessors' performance under this MOU and the provision of Services by Shared Personnel.

a. California Workers' Compensation Insurance, as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator's Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

e. Lessors will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "Additional Insureds") under the General Liability and Employment Practices policies. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessors' insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessors' insurance and shall not contribute to it.

f. Lessors hereby agree to waive rights of subrogation which any insurer of Lessors may acquire from Lessors by virtue of the payment of any loss. Lessors agree to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. Upon request at any time, Lessors shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessors' obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessors will provide 30 days prior written notice to applicable Lessees in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessors shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis, then the following terms shall be provided to the extent possible: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the

contract effective date, the Lessors must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

15. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party’s obligations under this MOU.

16. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, and agents, from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys’ fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence or willful misconduct of that Party, including its employees, officers directors and agents. In no event shall any Party be required to defend, indemnify or hold harmless any other Party for its sole negligence or willful misconduct.

17. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

18. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

19. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

20. Notice. All notices, requests, demands, or other communications (collectively “Notice”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Lake View Charter School
ATTN: Board President
4672 County Rd N, Orland, CA 95963
lindsay.mower@gmail.com

To: Winship Community School
ATTN: Board President
4305 S. Meridian Rd, Meridian, CA 95957
dbrockmyer@ hotmail.com

To: Clarksville Charter School
ATTN: Board President

To: Feather River Charter School
ATTN: Board President

4818 Golden Foothill Pkwy Ste. #9
El Dorado Hills, CA 95762
emily95661@gmail.com]

4305 S. Meridian Rd, Meridian, CA 95957
dbrockmyer@ hotmail.com

21. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

22. Amendments. This MOU may be amended by the mutual written consent of all Parties.

23. Entire MOU. This MOU constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU.

24. Arm's Length and Independent Counsel. This MOU has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this MOU. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this MOU shall be interpreted in a reasonable manner to affect the purpose of the Parties and this MOU. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this MOU.

25. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

26. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

27. Governing Law. This MOU shall be governed by and interpreted under California law.

28. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

29. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

Lake View Charter School, a California nonprofit
public benefit corporation

Winship Community School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

By: _____
Name: _____
Its: _____
Date: _____, 2021

Clarksville Charter School, a California nonprofit
public benefit corporation

Feather River Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

By: _____
Name: _____
Its: _____
Date: _____, 2021

ATTACHMENT A

Shared Services

Position	Executive Director
Description of Services	See Job Description attached as A-1. Additional or different duties may be agreed upon by the Lessors and Lessees.

Julie Haycock shall perform the services related to the Executive Director position on behalf of Winship Community School and Lake View Charter School.

Jenell Sherman shall perform the services related to the Executive Director position on behalf of Feather River Charter School and Clarksville Charter School.

Position	Vice Principal
Description of Services	See Job Description attached as A-2. Additional or different duties may be agreed upon by the Lessors and Lessees.

Julie Haycock shall perform the services related to the Vice Principal position on behalf of Feather River Charter School and Clarksville Charter School.

Jenell Sherman shall perform the services related to the Vice Principal position on behalf of Lake View Charter School and Winship Community School.

ATTACHMENT B

Allocation

1. Allocation Formula

The Parties have collaborated to determine an equitable distribution for salaries based on the proportionate amount of services the Parties expect Sherman and Haycock will provide to all four schools in the roles of Executive Director and Vice Principal. The Parties intend for each School to receive equitable amount of services from an Executive Director and Vice Principal.

Party	Percentage of Jenell Sherman Salary	Percentage of Julie Haycock Salary
Lake View Charter School	5%	70%
Winship Community School	1%	20%
Clarksville Charter School	46%	5%
Feather River Charter School	48%	%

Coversheet

Executive Director Salary

Section: II. Finance
Item: D. Executive Director Salary
Purpose: Vote
Submitted by:
Related Material: Comparisons ED Salaries.pdf
21_22 ED_LV_0621.pdf

Comparisons of Superintendent / Executive Director Salaries

Comparisons									
Name	Location	# of Schools	Enrollment	type	# Days/Grades	Position	Current Base Salary	Percs/benefits	Advanced Degree Stipends
Yuba River Charter School	Grass Valley	1	312	Non-classroom/classroom	210/K-8	Executive Director	\$96,833.00	H/W-9000	
Harvest Ridge	Newcastle	1	163	Non-classroom	220 K-8	Ed/Principal	107,274	\$8,400 H/W, mileage, ACSA	DR-2500
Placer Academy	Rocklin	1	384	classroom-based	220 K-8	Ed/Principal	110,274	8400 H/W	MA-\$2500, DR \$500
Chicago Park	Chicago Park	1	180	classroom-based	225 K-8	Superintendent	120,000	\$8400 H/W, Mileage, ACSA	
Creekside	Squaw Valley	2	160	Non-classroom	225 K-12	ED/Principal	123,000	mileage, full benefits	Dr- 2500
Inspire Arts and Sciences	Chico	1	480	non-classroom	12 months 9-12	Superintendent/Principal	129,158	\$500.00 longevity, full H&W	MA-1201
South Sutter	Sacramento	1	2,000	non-classroom	215/K-12	Executive Director	130,000		
Forest Charter	Grass Valley	1+RSP centers	880	Non-classroom	220/K-12	Executive Director	\$150,258.94	H/W-\$8,760	None
Bay Area Tech	Oakland	1	310	classroom-based	220/ 6-12	Superintendent	153,000	\$8,400-Health, phone,ACSA	Dr- 1,800
Cottonwood	El Dorado CO	1	1000+	Non-classroom	12 months K-12	Superintendent/Principal	175,000	full benefits	500-MA, 5,000- DR
Sequoia Grove (Winship/Lakeview)	Sutter/Glenn CO	2	565	Non-classroom	225. K-12	Executive Director	\$175,000	100%	500-MA, 5000-DR
Sequoia Grove (Feather River/Clarksville)	Sutter/El Dorado CO	2	2,200	Non-classroom	225 K-12	Executive Director	\$175,000	100%	500-MA, 5000-DR
Key Academy	Hayward	2	559	classroom-based	225 K-8	Executive Director	175,000	full benefits	DR- 1,800
Horizon CS	Lincoln	1	2000	non-classroom	222/ k-12	superintendent	207,688	500/month-car, 16,000, phone,acsa	\$1800-DR
Gateway Community Charters	McClelland Park	9	4,700	both	225	Superintendent/CEO	219,000		
Visions in Education	Sacramento	10	7,200	non-classroom	225/ 9-12	Superintendent	268,444	100%, Car, Phone	
Name	Location	# of Schools	Enrollment	type	# Days/Grades	Position	Current Base Salary	Percs/benefits	Advanced Degree Stipends

Lake View Charter School	
Salary Schedule	
Executive Director	
225 Days*	
Steps	Annual
1	\$175,000
2	\$177,500
3	\$180,000
4	\$182,500
5	\$185,000
6	\$187,500
7	\$190,000
8	\$195,000
9	\$197,500
10	\$200,000
Contract Stipends	
Car/Phone Benefit	\$700/mo
Educational Stipends	
Masters Degree	\$500
Doctorate Degree (conferred, transcripts required)	\$5,000
<i>Only one educational stipend will be paid per employee. The higher of the qualified stipends will be paid. All educational stipends require proof</i>	
Executive Director is a shared position between schools	
*Annual salary is based on the minimum number of work days. The work day listed for each position is a minimum number of work days, and team members may need to work additional days beyond the work calendar	

Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the School Board

Coversheet

Shared Staff Memorandum of Understanding

Section: II. Finance
Item: E. Shared Staff Memorandum of Understanding
Purpose: Vote
Submitted by:
Related Material:
DOCS-#4503180-v1-North Schools_Draft MOU for Shared Services 2021-22.docx.pdf

BACKGROUND:

The Shared Staff MOU is between the four schools, Winship Community School, Feather River Charter School, Lake View Charter School and Clarksville Charter School. The agreement addresses the sharing of services by the Shared Personnel and also appropriate cost sharing.

RECOMMENDATION:

Recommended for Board approval.

MEMORANDUM OF UNDERSTANDING FOR SHARED PERSONNEL SERVICES

This Memorandum of Understanding for Shared Personnel Services and Resources (“**MOU**”) is entered into as of July 1, 2021 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU: Winship Community School, Feather River Charter School, Clarksville Charter School, and Lake View Charter School.

WHEREAS, Winship Community School operates a public charter school named Winship Community School, Feather River Charter School operates a public charter school named Feather River Charter School, Clarksville Charter School operates a public charter school named Clarksville Charter School, and Lake View Charter School operates a public charter school named Lake View Charter School (each a “**School**” or collectively the “**Schools**”);

WHEREAS, Schools are nonclassroom-based public charter schools using the same educational model dedicated to providing students with a flexible personalized learning experience that empowers families to tailor a program designed around the specific needs of each student;

WHEREAS, each School employs certificated teachers designated as having the responsibility for the general supervision of their students’ independent study pursuant to Education Code § 51747.5(a);

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to equitably and appropriately allocate and document costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. **Shared Personnel.** During the term of this MOU, the Parties shall coordinate with each other for shared personnel (“**Shared Personnel**”) to perform the educational services described in Attachment A (the “**Services**”) under the terms and conditions set forth herein. All shared personnel shall be documented between the Lessor and Lessee Schools, as defined herein, pursuant to Attachment B as outlined in a written process to be mutually agreed upon between the parties. No third party shall have the authority to unilaterally impose the sharing of personnel between the Parties.

2. **Lessor and Lessee Schools.** The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term “**Lessor**” refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term “**Lessee**” refers to a School receiving Services from another School’s employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this

MOU shall not terminate the Shared Personnel's employment relationship with the Lessor. Lessees are not, and nothing in this MOU shall cause Lessees to become third party beneficiaries to Lessor's employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

3. **Allocation.** Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formulas set forth in Attachment A (the "**Allocation**"), as it may be adjusted from time to time by written agreement of the Parties. The Allocation shall be assessed at the intervals set forth in Attachment A during the Term of this MOU and upon termination as set forth in Section 8.

4. **Allocation of Services.** Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. **Allocation of Fees and Expenses.** As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.

a. **Fees.** Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment C (including total gross wages, benefits, workers' compensation costs, statutory benefits, retirement benefit system contributions, and employment taxes). The total cost shall be fixed as of the date of execution of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment C, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

b. **Expenses.** Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment C, invoices for expenses shall be sent within thirty (30) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

c. **Invoicing.** Each Party shall invoice the other Parties monthly for all fees and expenses incurred ("Monthly Invoice"). Each Monthly Invoice shall contain a brief description of the method by which the fees and expenses were calculated.

d. **Payment Terms.** Payment is due thirty (30) days from the date of delivery of the Monthly Invoice.

e. **Disputes.** Any disputes concerning invoices must be directed to the Lessor in writing within thirty (30) days after receipt of the Monthly Invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

6. Lessor Responsibilities: In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

a. Work cooperatively with Lessee to ensure compliance with all applicable wage and hour laws for nonexempt Shared Personnel, including, but not limited to, providing work schedules (including compliant scheduled meal and rest periods) to Shared Personnel and timely paying Shared Personnel for all overtime and meal and rest period premiums, if applicable, and providing accurate wage statements.

b. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7), sex offense as defined by Education Code § 44010, or a controlled substance offense (as defined by Education Code § 44011); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

c. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion, all employment-related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

d. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

e. Assuming Lessor participates in CalSTRS or CalPERS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS or CalPERS purposes.

f. If Lessee reports Shared Personnel misconduct to Lessor that violates Lessor or Lessee policies or procedures or law, Lessor shall promptly take corrective action which may include, but is not limited to, conducting an investigation, disciplining the individual, or terminating the individual and making good faith efforts to hire a replacement in accordance with Section 6(j).

g. If a Shared Personnel's employment ends with Lessor, Lessor shall make good faith efforts to replace the individual within thirty (30) days of termination, unless the other Parties provide written consent that a replacement for such individual is not necessary.

2. Lessee Responsibilities: In addition to any other promises and covenants identified

herein, each Lessee shall have the following responsibilities under this MOU:

- a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.
- b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.
- c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.
- d. Provide a safe working environment for Shared Personnel.
- e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.
- f. Provide feedback to Lessor regarding the performance of Shared Personnel, including, but not limited to, reporting misconduct to Lessor by a Shared Personnel that violates Lessee policies or procedures or law.
- g. Work cooperatively with Lessor to ensure compliance with all applicable wage and hour laws for nonexempt Shared Personnel, including, but not limited to, ensuring that nonexempt Shared Personnel adhere to their schedule as provided by Lessor, including taking meal and rest periods, and ensuring nonexempt Shared Personnel accurately record/track all hours worked for Lessee. Lessee agrees to timely report to Lessor any non-compliant meal or rest periods and any overtime worked by nonexempt Shared Personnel while working on behalf of Lessee.

3. Term and Termination.

- a. Term. The MOU is effective as of July 1, 2021 and shall remain in effect until June 30, 2022 (the "***Term***"). This MOU shall automatically terminate unless renewed in writing by the Parties. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.
- b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.
 - i. Material Breach. Any Party may terminate this MOU in the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. If termination pursuant to this section is based upon a failure to pay an invoice in a timely fashion as outlined in Section 5(d) then the nonpaid Party may terminate the agreement with the non paying Party if that material breach has not been remedied within ten (10) business days of written notification of the material breach.

- ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter's business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.
- iii. Duty to Pay Severance to Shared Personnel Upon Termination. In the event termination of this MOU results in termination of Shared Personnel's employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their employment agreement with Lessor, the terminating party shall be responsible for paying for severance, if any in the Shared Personnel's contract, up to two weeks of salary, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation.
- iv. Termination of Shared Personnel Arrangements. Any Lessor or Lessee may terminate a Shared Personnel arrangement for teachers or other instructional staff who directly support students at any time, with or without cause or advance notice. If a Lessor or Lessee seeks to terminate a Shared Personnel arrangement for an administrative staff position who does not typically directly serve students, Lessee and Lessor shall provide sixty (60) days' written notice to other Parties before such termination. If there are any disputes concerning termination of Shared Personnel arrangements, the Parties agree to meet and confer to seek a resolution in good faith.

4. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

5. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed. Section 10 shall survive termination of this MOU.

6. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“*FERPA*”) and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee’s student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU, the term “personally identifiable information” (“*PII*”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

7. Insurance. Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor’s performance under this MOU and the provision of Services by Shared Personnel:

a. California Workers' Compensation Insurance, insurance as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educators Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the “**Additional Insureds**”) under the General Liability, Workers’ Compensation, Employment Practices and Professional Liability policies as specified above. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor’s insurance shall be primary as respects to Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor’s insurance and shall not contribute to it.

f. Except for Workers’ Compensation and Professional Liability coverages Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. At commencement of this MOU, and upon any renewal of this MOU, and upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor’s obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work if possible.

8. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party’s obligations under this MOU.

9. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, agents, and insurers from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys’ fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence, wrongdoing or willful misconduct of that Party, including its employees (including Leased Personnel), officers, directors, and agents. In no event shall

any Party be required to defend, indemnify or hold harmless any other Party for its sole negligence, sole wrongdoing or singular willful misconduct.

This indemnification shall extend to claims occurring after this MOU is terminated as well as while it is in force. The indemnification and defense obligations set forth in this provision are separate and independent from the insurance provisions set forth in Section 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions.

10. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

11. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

12. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

13. Notice. All notices, requests, demands, or other communications (collectively “*Notice*”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Clarksville Charter School
ATTN: Board President
4818 Golden Foothills Parkway #9
El Dorado Hills, CA 95762
emily95661@gmail.com

To: Feather River Charter School
ATTN: Board President
4305 South Meridian Road
Meridian, CA 95957-9647
dbrockmyer@hotmail.com

To: Lake View Charter School
ATTN: Board President
4672 County Road N

Orland, CA 95963
lindsay.mower@gmail.com

To: Winship Community School
ATTN: Board President
4305 South Meridian Road
Meridian, CA 95957-9647
dbrockmyer@hotmail.com

14. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

15. Entire Agreement. This MOU and all attachments, which are incorporated by reference, constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.

16. Amendments. This MOU may be amended by the mutual written consent of all Parties.

17. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

18. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

19. Governing Law. This MOU shall be governed by and interpreted under California law.

20. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

21. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

Clarksville Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

Feather River Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

Lake View Charter School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

Winship Community School, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2021

ATTACHMENT A

Effective Date: July 1, 2021

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between the Parties listed below. This Attachment A shall amend, replace and supersede any prior Attachment A between the Parties in their entirety.

Description of Services:

Position	Director of Fiscal & Educational Services
Description of Services	<ul style="list-style-type: none"> ● Collaborates with Charter Executive Director(s) and instructional administrators to ensure that all schools and programs provide students with disabilities access to general education to the maximum extent possible, creating inclusive school communities. ● Provide oversight overall management direction in the planning of the Special Education Services program objectives and implementation of general guidelines for individuals responsible for special education and related services. ● Oversee special education budget and the maintenance of effort requirements. ● Completes documentation for reporting information and data to comply with SELPA, state, and federal guidelines for programs (i.e. CDE and SELPA). ● Represent the Charter in California Department of Education complaints and Due Process proceedings ● Provide support leadership in the development and training related to educational programs appropriate to the needs of school personnel. ● Serves as the Charter’s representative to the California Department of Education, Office of Administrative Hearings, SELPA, and other agencies for the coordination of special education and other program services. ● Assist with the development, facilitation, implementation and monitoring of State and Federal Program budgets/expenditures for each Charter including overseeing coding of expenditures ● Collaborate with Administrative Team to ensure curriculum and programmatic alignment of categorical programs ● Oversees fiscal resources from the general fund, special education allocations, and other sources for the purpose of fiscal efficiency and effectiveness in the provision of services. ● Oversee the Shared Staff Memorandum of Understanding monthly billing process ● Point of contact for the Charter Services Organization (CSO), contracted financial service agencies, and consultants. ● Review School Accountability Report Cards (SARC) and Comprehensive School Safety Plans for compliance ● Assist with development, implementation and evaluation of LCAPs

Position	Director of Governance and Accountability
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Supervise and collaborate with Data Analyst on all projects and required reports, presentations, and documentation for the schools. ● Organize and oversee school compliance required documents: SARC, Material Revisions, Charter Renewal, LCAP, BOP ● Act as liaison between schools and authorizers and county offices of education ● Maintain required oversight documents through sources such as Epicenter and DTS Vault ● Work with auditors to provide requested documentation for annual audits ● Maintain and update school safety plans & parent, student, and staff handbooks ● Provide support to CALPADs team and School Pathways ● Work with team to provide governance support

Position	Director of Curriculum & Assessment
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Organizes, directs and evaluates all employees in the department; sets goals for the department and directs testing administration programs; executes, monitors, and evaluates the progress of the programs. ● Oversees Testing Coordinators in planning and implementing all state testing ● Oversees EL Coordinator and designees in tracking, planning and implementing EL supports and ELPAC testing ● Coordinates with Special Education and Student Support teams to align goals and programming to support student achievement ● Provides support for promotion/retention process ● In conjunction with the Assistant Director, oversee the enrichment specialist and enrichment decisions ● In collaboration with the department and administrative team, evaluates, chooses and implements online all-access curriculum choices

Position	Director of Professional Development & Instructional Support
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Oversee ITA's, staff evaluations & help with staff and family situations ● Help with Enrollment, Withdrawals, Student Assignments & manage Teacher Tracker ● Oversee Hiring/EdJoin, Employment Verification & work with HR ● Oversee Teacher Training Program & Mentor Teacher Support ● ITA Training & Support ● Professional Learning Communities ● Plan and implement HST Professional Development & Parent Education ● Manage HST Handbook

	<ul style="list-style-type: none"> ● Oversee Junior High Virtual Academy ● Work with Teacher Trainer & Mentor Teacher Team ● Multicultural, Diversity, & Inclusion ● Meet with FLs, EOS, CC, NJHS/NHS, Field trips & events ● Oversee Community Connections
--	--

Position	Director of High School
-----------------	--------------------------------

Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Oversee High School Staff: Counselors, HQTs, ● Coordination and meeting with various high school teams: counseling, curriculum, virtual programs ● Assist in maintenance of master spreadsheet tracking each student through High School, monitoring IGPs, accounting for special needs and ensuring progress to graduation ● Assist counseling with mental health/social-emotional wellness for HS students & development of CTE pathways and local career development resources ● Assure compliance with authenticating agencies: federal student aid, social security including foster/homeless HS students ● Oversight and maintenance of the HS course catalog, including coordination of outside curriculum resources and their compliance with UC/CSU and NCAA approvals ● Hire teachers, set course schedule, create catalog, communicate with HSTs and families, coordinate enrollments ● Maintain membership for each school with College Board for AP, PSAT and SAT, including accommodations for students with special needs ● Lead the Graduation Committee
--------------------------------	---

Position	Assistant Director of High School
-----------------	--

Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Work with College Board for AP, PSAT and SAT/ACT ● Oversee HSVA Program ● Lead the guidance team. ● Provide HSTs, the CTE/HS Curriculum Coordinator, guidance counselor, and guidance technician with additional support in high school related issues. ● Manage the concurrent enrollment process for each school by creating college guides, policies, staff instructions, and tagging system. ● Assist with graduation, diploma issuance and graduate withdrawal ● Collaborate with the High School Director, High School Program Coordinator and CTE/HS Curriculum Coordinator to improve high school policies and procedures.
--------------------------------	---

	<ul style="list-style-type: none"> Communicate with students, parents, and internal and external professionals within established timelines.
--	---

Position	Assistant Director of Instructional Support
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> Assist with the planning of leadership development opportunities and implementation of professional learning communities Finalize and send out weekly staff communication Support Instructional Team Advisors through weekly communication, office hours, and monthly leadership meetings Field calls and emails from Instructional Team Advisors Monitor and follow up with any non-compliance issues that arise with students or Homeschool Teachers Help oversee leadership contributions and/or adjunct duties Participate in Homeschool Teacher Evaluations Assist with student transfers and Teacher Assignments for new students, as needed Assist with hiring new Instructional Team Advisors, Homeschool Teachers, and other positions as appropriate by screening applicants, participating in interviews, and assists as needed during the hiring/onboarding process

Position	Assistant Director of Curriculum and Assessment
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> Supports Testing Coordinators and EL Coordinator in planning and implementing all internal assessments and state testing Coordinates tech needs with back office group Supports EL Coordinator and designees in implementation of EL programs and ELPAC testing Monitor achievement goals as they relate to LCAP and WASC Provides support for promotion/retention process In conjunction with the Director, oversee the enrichment specialist and enrichment decisions In collaboration with the department and administrative team, evaluates, chooses and implements online all-access curriculum choices

Position	Assistant Director of Educational Services
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> Provide leadership in developing, implementing, evaluating and revising charter school programs and services as assigned by the Director of Educational Services. Supports special education, 504, SST and MTSS practices, policies, personnel

	<ul style="list-style-type: none"> ● Supports the Director of Educational Services with legal, mediation and disciplinary issues related to special education and 504's ● Provide supervision, consultation and information regarding laws, policies and procedures to special education and student support department staff. ● Oversees special education, 504, SST and MTSS data systems, management, state and federal reporting.
--	--

Position	High School Virtual Programs Administrator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Implement High School programs: HSVA, Textbook and Edgenuity ● Oversee program development in participating regions ● Develop course descriptions, schedule and catalog ● Observe and evaluate teacher performance ● Respond to parent questions/concerns ● HST education regarding locally-based programs ● Assist HQTs with monitoring student compliance ● Work with student support and language services to create a plan to serve sub-groups & work with the SPED department to create a functioning plan to test SPED students

Position	TK-8 Program Administrator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Oversee academic, enrichment, and community program development and growth for TK-8 grade students ● Interview, hire, and coach Program Coordinators ● Develop and market new program offerings ● Assist coordinators with the planning and development of academic courses, enrichment activities, field trips, events, and parent education ● Provide support through regular communication, office hours, and scheduled meetings with Program Coordinators ● Help oversee HST program contributions and/or adjunct duties ● Work with Student Support, SPED, and ELL Coordinators to create a plan to serve sub-groups across TK-8 programs ● Assist with hiring new Program Coordinators, virtual teachers, and other positions as appropriate

Position	Homeschool Teacher
-----------------	---------------------------

Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Providing direct and indirect instruction to Lessee students. ● Long and short-term planning addressing individual needs of students. ● Evaluating students' progress. ● Teaching an individualized approach per the Lessee's Charter Petition. ● Providing an inviting, exciting, and innovative learning environment to students. ● Serving as advisors to students.
--------------------------------	--

Position	Instructional Team Advisor
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support a team of teachers in navigating challenges that arise in their work, including parent communication, intervention, and non-compliance ● Provide leadership and clear communication of expectations to assist teachers with meeting assigned deadlines, compliance, and school culture ● Host monthly in-person team meetings and hold office hours as needed ● Proactively address any concerns regarding teacher performance and discuss opportunities for improvement

Position	Mentor Teacher
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Meet with their assigned HST on a regular basis to cultivate a mentorship relationship and to provide ongoing support as the HST learns the responsibilities of the position ● Answer questions and assist with tasks as needed throughout the school year, including master agreements, attendance, AWRs, work samples, YET, etc. ● Review HST's work records and other compliance documents as necessary, providing feedback and coaching ● Proactively offer weekly support to HST in prioritizing work, organization, and efficiency ● Provide guidance to HST on questions that arise with student and family support, compliance, etc.

Position	Digital Resource Specialist
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Coordinate the creation and management of digital resources, including websites and the digital handbooks ● Source, create, edit, and publish content for the websites, handbooks, and other digital resources maintained by the Sequoia Grove schools ● Serve as the primary systems administrator for the CMS platform (Finalsite) ● Maintain a library of digital resources

	<ul style="list-style-type: none"> ● Support the development and integration of new digital resources, as needed ● Ensure that digital resources are user friendly, compatible with mobile devices, and ADA compliant ● Ensure that all government mandated resources are published on the appropriate sites ● Work closely with the Communication and PR Specialist and school leadership to ensure consistency of messaging. ● Oversee the training and support of content creators and editors. ● Work with leadership and other members of the community to continuously improve the functionality and quality of our digital resources to better support our staff and families. ● Assist with the creation of professional development and training resources as needed.
--	---

Position	JHVA Program Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Create, implement, and oversee Junior High Virtual Academy ● Interview, hire, and support teachers ● Observe and evaluate teacher performance ● Respond to parent questions/concerns ● Work with student support, SPED, and ELL coordinators to create a plan to serve sub-groups ● Meet with ADs/Directors as needed to discuss each of the schools' needs

Position	JHVA Teacher
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Provide live, virtual instruction twice per week for each class (totaling 4 hours) and virtual office hours twice per week (totaling 2 hours) ● Plan engaging lessons and activities aligned to California State Standards ● Maintain current grades in the Schoology platform; monitor and share student progress with HST, parent, and student weekly ● Provide additional support as needed for struggling students or those identified as SPED/504/ELL ● Attend monthly JHVA team meetings and trainings

Position	Educational Services and 504 Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Responsible for the coordination and oversight of section 504, supporting Special education assessments, services, programming, and Charter wide health services

	<ul style="list-style-type: none"> ● Assist in providing leadership and management in administering, monitoring, coordinating and evaluating Special Education programs and services ● Supports the Director of Educational Services with due process and IEE requests related to special education and 504's.
--	--

Position	Special Education Compliance & PD Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Develop, coordinate, and deliver virtual professional development for both general education and special education staff on Special Education compliance and any other assigned focus area. ● Supports compliance monitoring activities (i.e. SEIS report pulls, corrections) ● Supports the administration with the preparation and documentation for reporting information and data to comply with SELPA, state, and federal guidelines for programs as assigned (i.e. CDE and SELPA). ● Works with the Special Education SEIS/Records Tech to monitor and pull monthly SEIS reports

Position	Special Education Program Specialist
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Attends and serves as an admin designee to determine the continued eligibility of a student for the special education program for all level 2 IEPs ● Provide direct and indirect coaching support to general education, special education, and parents ● Conduct bi-weekly caseload checks with assigned teachers and hold 1-hr open office hours 2x weekly: morning/afternoon ● Monitor SEIS regularly by reviewing the dashboard, reports, and service tracker for special education compliance and provide technical support ● Every Program Specialist will have a focus area that they support the department with.

Position	Education Specialist (Special Education Teacher)
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Develop Initial, Interim, Annual, Triennial Individualized Education Plan (IEP) in collaboration with IEP team members using the Special Education Information System (SEIS) program. ● Schedule and prepare all materials for IEP meetings. ● Consult/collaborate with parents, staff, and service providers to ensure appropriate delivery of special education related services. ● Maintain special education records to meet compliance guidelines. ● Teach Specialized Academic Instruction (SAI) classes to caseload to ensure

	successful progress toward student’s IEP goals.
--	---

Position	Special Education School Psychologist
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Draft and send Assessment Plans ● Casemanage virtual and in-person assessments/assessors ● Conduct in-person and virtual assessments ● Review all assessment reports ● Write assessment report ● Attend IEE meetings ● Attend and complete 504 assessments/meetings as needed ● Attend contentious/challenging assessment IEP meetings

Position	School Nurse
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Perform vision and hearing screenings for special education and general education students ● Complete Health Assessments ● Complete Health Care Plans ● Train staff on Health Care Plan implementation ● Attend IEP meetings ● Plan and hold Health Screening Events

Position	Educational Services Office Manager/Assistant
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Supports all classified special education and student support staff ● Assists with upkeep of department websites, shared drives, and public documents ● Maintains daily office logistics of Classified staff and office equipment ● Works closely with the Director of Special Education on invoices, orders, inventory, SELPA reporting and annual projects ● Answer Special Education general email accounts and phone lines ● Coordinates IEP scheduling with Case Managers ● Process and keeps a database of low incidence purchases and order tracking ● Processes and maintains records on low incidence and assistive tech. invoices, student documentation, and price listings ● Update budget including credits, returns and receipts for accounting purposes ● Collaborates with Case Managers, IT, Curriculum and Enrichment teams to ensure prompt delivery of items

Position	Special Education Assessment Tech
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Process incoming parent, teacher, IEP team assessment requests ● Assign assessors to students ● Ensure assessment completion

Position	Special Education Services Tech
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Send NPA contracts ● Send ISA's ● Assign services to providers ● Send IEE ISA's/Contracts

Position	Special Education SEIS Tech
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Coordinates with internal staff and outside school districts on incoming and student withdraws ● Monitors SELPA mandated timelines and coordinates with Case Managers to ensure compliance ● Maintains SEIS records including eligibility changes to ensure accuracy of information ● Manages and supports SEIS user accounts, correcting data and log-in errors as needed

Position	MTSS Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Oversees the MTSS Intervention teachers and school counselor/sst coordinator. ● The MTSS Coordinator works with the Homeschool Teacher (HST), parents, students, and all other academic staff within our schools that support students. ● The MTSS Coordinator oversees the organization, development, and maintenance of curriculum and direct instruction for intervention. ● The MTSS Coordinator will oversee teacher data collection, lesson planning, and intervention implementation

Position	MTSS Intervention Teacher
-----------------	----------------------------------

Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Supports students by leading intervention classes i.e. math, reading, and writing ● Develops lesson plans and provide direct instruction for intervention via a virtual platform ● Provides data for SST and 504 meetings and communicate with parents, teachers, staff regarding progress or further interventions needed ● Assists general education teachers with the selection of appropriate curricula and the development and implementation of appropriate strategies
--------------------------------	--

Position	School Counselor/SST Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Holds weekly group and individual counseling sessions for Tk-12 students ● Holds office hours for staff and parent support ● Implements SEL curriculum ● Coordinates Students in Crisis support for students and their families so that students may maintain safety, and access to education as they work through difficult periods in their lives. ● Schedules, runs and oversees SST cases, team and processes

Position	MTSS Tech
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support with scheduling and tracking of 504 and SST meetings, planning, organizing and data analysis. ● Assist with progress monitoring & data collection uploads to SIS ● Assist Student Support, 504 and Intervention programming ● Assist teachers with questions ● Runs 504 and SST data reporting ● Ensures 504 compliance

Position	Business & Categorical Programs Tech
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Support with completing the annual Consolidated Application (ConApp) ● Support administration with the development, facilitation, implementation and monitoring of State and Federal Program budgets/expenditures for each Charter including overseeing coding of expenditures ● Compile a variety of statistical data for categorical and charter reporting, including budget, staffing costs and expenditures of funds

	<ul style="list-style-type: none"> ● Approve invoices, review AP loading, selection, processing, including aging report. ● Attend weekly cash flow meetings ● Maintain compliance records for categorical purchases, staffing costs and school categorical budgets and charter oversight ● Maintain repository for Compliance Monitoring Tools and verify accuracy of submissions for management follow up and approval ● Provide support, with complex formatting and data insertion, for Board documents, staff reports and other compliance documents ● Support administration with the shared staff memorandum of understanding monthly billing process ● Conduct categorical, business, and financial compliance checks ● Support state, federal, 990 audits
--	---

Position	Community Programs Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Oversee Community Program development to include; academic and enrichment workshops, clubs, parent education, and events ● Collaborate with all members of the team to explore innovative ideas that will improve school wide community offerings ● Collect and analyze regular feedback from stakeholders ● Develop and manage program schedule and calendar of events ● Establish a process for implementing and overseeing HST adjunct duties ● Assist HSTs with development of workshops, activities, events, and clubs ● Manage student program registration ● Present information related to Community Programs at staff meetings as needed ● Assist with Kindergarten and 8th grade promotions

Position	Instructional Materials Administrator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Provide direct support to assigned Assistant Director and other staff members in the Secondary Approval Process and Enrichment Department ● Evaluate and make recommendations on the appropriateness of items for students that have been deemed outside of the normal enrichment guidelines ● Communicate changes in policies and procedures regarding the Secondary Approval Process and Enrichment Guidelines with the local Enrichment Team ● Support administrators, HSTs, and/or families with curriculum and enrichment questions, choices, options, and policies and procedures ● Communicate relevant curriculum and enrichment information with HSTs and families via North News, Monday Memos, appropriate websites, and social media channels

	<ul style="list-style-type: none"> ● Creates product and curriculum guidelines in regard to content and appropriateness for educational purposes. ● Provide support to administration regarding funding distributions and other planning amount policies. ● Supports instructional material ordering systems on behalf of the schools. ● Works with parents, HSTs, and administrators to obtain services and materials as needed.
--	---

Position	Data Analyst
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Monitors progress related to the California School Dashboard including state and local Indicators and monitoring accuracy of corresponding data within the Aeries Student Information System, the Local Control Accountability Plan (LCAP), district assessments ● Maintains a current understanding of how data related to state accountability is entered into district student information system and alignment with state data reporting system (CALPADs) ● Assists with the implementation of district and state assessments within the California Assessment of Student Performance and Progress (CAASPP), including related data-based preparation and monitoring of data in Test Operations Management System Resources (TOMS) ● Assist in preparing and presenting the SARCs ● Participates in professional activities, conferences, and researches best instructional practices in assessment and data analysis ● Maintains and updates data collection and reporting calendar, and completes related reports as required ● Manages and manipulate large amounts of data using a variety of relevant web-based applications

Position	High School Counselor
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Keep students, families, staff, and stakeholders informed of resources, high school requirements, and college and career information ● Host virtual and in-person high school information sessions for returning 8th grade families ● Create and host virtual and in-person information sessions regarding college applications, financial aid, social/emotional help, scheduling advice, career opportunities, concurrent enrollment ● Monitor graduation requirements and educational progress of each student ● Support Home School Teachers in scheduling students for success ● Advise students and families on the concurrent enrollment process, college admissions, and financial aid opportunities

	<ul style="list-style-type: none"> ● Work with Enrollment, School Accountability, Records, and CALPADS teams to ensure student information is accurate ● Support students in social/emotional matters
--	---

Position	CTE & HS Curriculum Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Enhance the high school program by serving as an educational leader responsible for training and assistance to HSTs as needed ● Maintain relationships with a wide variety of vendors and curriculum representatives ● Learn basic operational practices of any curriculum adopted for general use within the schools, offering training when needed ● Administer group licenses, assisting HSTs and parents in the use of their individual license ● Build a comprehensive CTE program, including all pathway components ● Verify that CTE offerings align with student population interests ● Maintain relationship with outside organizations contracted to assist with CTE ● Manage the writing and/or review written high school courses ● Assist with preparation/review of course catalogs and course descriptions, including “a-g,” AP, honors and NCAA offerings as necessary ● Assist with the UCOP course list and College Board adoptions ● Exhibit excellent communication skills in various media, promoting HS programs and keeping the handbook information current

Position	Guidance Tech
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Transcript maintenance ● Manage Master Student Roster ● Ensure accurate record keeping across all platforms

Position	Administrative & Governance Assistant
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Work directly with the Principal managing daily tasks. ● Provide secretarial assistance to the Principal by relieving him or her of administrative tasks such as composing, typing and editing letters and bulletins ● Managing google calendars

	<ul style="list-style-type: none"> ● Maintain school policies and procedures. ● Help organize details for meetings ● Pick up mail from authorizer & PO Box every week ● Editing & proofreading emails, paperwork ● Board meeting prep, follow up and planning
--	--

Position	Communications and PR Specialist
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Develop and execute a strategic internal communications plan, aligning messaging with School culture, mission and strategic goals. (This includes an initial communications audit and listening campaign.) ● Interface with Admin and Teachers for proactive and reactive communications needs, determining essential messages and the right channels to deliver them ● Understand different internal audiences and tailor messages to each audience and the relevant strategic objective. ● Liaise between Admin and Staff, the Schools and Families. ● Clearly message policy updates, vital information and inspiration through regular newsletters, effective social media content, and the North News. ● Maintain a school calendar including all events across all departments (in conjunction to the Board-determined Academic Calendar). ● Attend meetings via Zoom (Admin, Enrollment and Board Meetings) as a listening ear and “good question asker” in an effort to produce a compilation draft for formal communication. ● Strategically match new families and HSTs with accurate maintenance of the Teacher Tracker. ● Plan and coordinate events (behind the scenes) for staff events such as Professional Development and All-Hands meetings in an effort to allow Admin to focus on excellent content. ● Create, distribute, and manage school-wide “talking points” for Teachers to maintain consistent and clear messaging related to projects, transitions, policies, and deadlines.

Position	EL Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Check pathways twice a week, run a compliance report, add new EL enrollment ● Classify students as an English Learner or English proficient (IFEP) after Initial ELPAC results are in & communicating results with HST ● Making service plan to support the EL students and monitor the use of interventions ● Maintain communication with HSTs to aid in supporting EL students ● Complete RFEP monitoring monthly

	<ul style="list-style-type: none"> ● After summative results come back RFEP eligible students ● Attend IEP meetings to reclassify SPED EL students ● Complete Annual Parent Notification and mail out to families ● Assist in forming and maintaining an ELAC/DLAC ● Provide structured English immersion class via Zoom 1x per week ● Meet with ADs/Directors as needed to discuss each of the schools' needs ● Work with student support and language services to create a plan to effectively serve EL students ● Plan and carry out Summative ELPAC testing
--	---

Position	Testing Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Collaborate with the Testing Director regarding internal and state assessments ● First line of testing support for teachers and regional coordinators ● Coordinate teacher, student, and parent training for test administration ● Attend state testing meetings as needed ● Compile and organize testing data as needed ● Train TLCs in test administration best practices and procedures ● Create and implement testing calendars for the school year

Position	Curriculum Specialist
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Act as the primary knowledge resource for HSTs and families for Sequoia Grove's chosen online curriculum offerings for the families enrolled in any of the schools. This may include, but is not limited to the following: <ul style="list-style-type: none"> ○ Plan and record short video instructionals for each online program offered ○ Calendar and plan periodic training opportunities for both families and HSTs on the best practices of online curricula ○ Update the HST Handbook and post to Google Classroom as needed ● Manage enrollment and licensing in programs and work with curriculum companies to set up teacher and student accounts ● Extract performance and usage data from the chosen curricula to assist with monitoring academic achievement in Math and ELA

Position	Curriculum & Assessment Assistant
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Create and share Not Tested Report for ITAs and Adminto monitor completion

	<ul style="list-style-type: none"> ● Upload scores to student portal on School Pathways ● Complete annual RFEP monitoring (monthly) ● Help send out Summative ELPAC results and RFEP Eligibility Forms. ● Work with SPED and Student Support to ensure that all students have accurate accommodations and that they are properly implemented at test locations ● Upload student accommodations and designated supports into TOMs ● Assign CAA & HS tests in TOMS ● Process opt-outs ● Work with the Tech department to make sure adequate equipment is available for all schools. Track and manage router numbers ● Set up and manage all aspects of the back end of student registration in Pathways ● Upload student score reports into Pathways ● Assist the Testing Coordinator as needed with communication to teachers and families regarding testing windows, locations, and dates for each region ● Set up and manage all aspects of the back end student registration in Pathways ● Create and maintain PFT Data Collection spreadsheet ● Prepare and upload data sheets to school PFT portal
--	--

Position	Lead Family Liaison
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Oversees team of family liaisons ● Serves as initial point of contact, “face” of our schools for prospective families ● Serve as the voice and bridge for families with the schools ● Plans and manage all aspect of field trips ● Assists Enrollment Team: creates smooth transition for families and HSTs ● Monitor and maintain social media platforms to answer parent questions ● Partner with departments and programs throughout our school - Community Connections, Lending Library ● Organize and host monthly and annual events: Park Days, Vendor & Curriculum Fair, Book Fairs, Enrichment Events ● Critical in educating families on the appropriate use of student planning amounts ● Create and distribute weekly communication with tips, events, commentary, resources ● Work closely with Admin to relay and response to concerns within the parent community and facilitate school-home communication ● Extensive understanding of vendors - assist vendors with social media posts and critical to cultivate positive relationships between schools, families, and vendors

Position	Family Liaison
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Serves as initial point of contact, “face” of our schools for prospective families ● Serve as the voice and bridge for families with the schools ● Provide platform for parent information and connection ● Assists Enrollment Team: creates smooth transition for families and HSTs ● Monitor and maintain social media platforms to answer parent questions ● Partner with departments and programs throughout our school - Community Connections, Lending Library ● Organize and host monthly and annual events: Park Days, Vendor & Curriculum Fair, Book Fairs, Enrichment Events ● Critical in educating families on the appropriate use of student planning amounts ● Extensive understanding of vendors - assist vendors with social media posts and critical to cultivate positive relationships between schools, families, and vendors

Position	
Description of Services	<p>ities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Provide live, virtual instruction two times per week for each class (totaling 4 hours) ● Hold scheduled, virtual office hours twice per week (totaling 2 hours) ● Individual appointments for student support (as requested) ● Lesson planning and course creation ● Learning activities aligned to state “power” standards ● Plan and supervise content-aligned field trips / events (virtual or in-person) ● Upload course content and maintain grades on Schoology (or other adopted LMS program) ● Grade assignments within one week of submission ● Weekly progress monitoring and communication with families, HSTs, and administration ● Review and implement IEP / 504 accommodations ● Assist with parent professional development ● Maintain a roster of 14 students and complete all HST duties as outlined in HST job description

Position	Community Liaison
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Identify homeless and foster youth through enrollment and proof of residency documentation ● Obtain a list of resources available to families from local and state agencies. These may include: <ul style="list-style-type: none"> ○ Food service/distribution ○ Transportation ○ Technology Access ○ Housing/shelter resources ○ Medi-cal info ○ Social-Emotional support ● Update and maintain website with information for families that may qualify for programs ● Communicate regularly with HSTs to ensure awareness of programs available

The information below is still being determined and will be presented in the fall for approval.

As detailed in Attachment C, the allocation of cost per school will be determined in one of three ways

Category 1: Allocation by Student Roster Count Served Directly (e.g., fee charged to School on a per-student served basis)

Category 2: Allocation by Total Enrollment. Each Party’s Allocation for Category 2 personnel shall be determined by dividing their enrollment by the combined enrollment of all Parties to this MOU, as set forth below:

Party	Total Enrollment	Allocation
Clarksville Charter School	1600 estimated	37%
Feather River Charter School	1800 estimated	42%
Lake View Charter School	635 estimated	15%
Winship Community School	300 estimated	6%

Category 3: Allocation by Number of Students in a Particular Group

Party	SPED Enrollment	Allocation
-------	-----------------	------------

Clarksville Charter School		
Feather River Charter School		
Lake View Charter School		
Winship Community School		
Party	Student Support Enrollment	Allocation
Clarksville Charter School		
Feather River Charter School		
Lake View Charter School		
Winship Community School		

Lessee schools shall be charged based on the allocation method agreed upon for each position as shown herein and in Attachment C. The amount charged will be the percentage of the total cost per Shared Personnel.

Each Party’s Allocation shall be determined and reassessed at the following intervals:

1. First Assessment for Category 2 Personnel. The Parties shall determine the Allocation no later than July 1, based upon each Party’s second principal apportionment report (P-2) for the prior school year and staffing.
2. Second Assessment for Category 2 Personnel Shared by ADA. The Parties shall re-assess the Allocation no later than December 15, based upon each Party’s ADA as of that date, and any resulting adjustments shall be effective as of January 1.
3. Assessment for Category 3 Personnel. Enrollment for the Category 3 specific student groups described above will be updated each month at the snapshot, and each Party’s share of costs for the upcoming month will be updated accordingly.

ATTACHMENT B
SHARED PERSONNEL TRACKING

This information is still being determined and will be presented in the fall for approval.

ATTACHMENT C

Total Estimated Costs

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between Clarksville Charter School, Feather River Charter School, Lake View Charter School, and Winship Community School.

The attachment incorporates the estimated total cost of employing Shared Personnel split by each respective category described in Attachment A (Category 1: Costs split based on students served, Category 2: costs split by ADA percentage, and Category 3: Costs split by student groups served). This attachment is approved and effective as of the date of full execution of this MOU. The attachment delineates each Party's equitable share for each Shared Personnel.

This information is still being determined and will be presented in the fall for approval.

Coversheet

Shared Staff Memorandum of Understanding with Central for High School Virtual Academy

Section: II. Finance
Item: F. Shared Staff Memorandum of Understanding with Central for High School Virtual Academy
Purpose: Vote
Submitted by:
Related Material: DOCS-#4503254-v1-Central-North_Shared Services_2021 MOU.pdf

BACKGROUND:

Shared Staff MOU with Central for High School Virtual Academy is an agreement between Clarksville Charter School, Feather River Charter School, Lake View Charter School, Yosemite Valley Charter School and Monarch River Academy for shared High School Virtual Academy staff. The MOU would enable all schools to share staffing costs as well as provide opportunity for more students to participate in HSVA.

These agreements will come back in fall with the specific staffing and percentage information included for approval since we are still working on staffing and enrollment at this time.

RECOMMENDATION:

Recommended for Board approval.

MEMORANDUM OF UNDERSTANDING FOR SHARED TEACHER SERVICES

This Memorandum of Understanding for Shared Teacher Services and Resources (“**MOU**”) is entered into as of July 1, 2021 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU: Monarch River Academy, Yosemite Valley Charter School, Clarksville Charter School, Feather River Charter School, and Lake View Charter School.

WHEREAS, Monarch River Academy operates a public charter school named Monarch River Academy, Yosemite Valley Charter School operates a public charter school named Yosemite Valley Charter School, Clarksville Charter School operated a public charter school named Clarksville Charter School, Feather River Charter School operates a public charter school named Feather River Charter School, and Lake View Charter School operates a charter school named Lake View Charter School (each a “**School**” or collectively the “**Schools**”);

WHEREAS, Schools are nonclassroom-based public charter schools using the same educational model dedicated to providing students with a flexible personalized learning experience that empowers families to tailor a program designed around the specific needs of each student;

WHEREAS, each School employs certificated teachers designated as having the responsibility for the general supervision of their students’ independent study pursuant to Education Code § 51747.5(a);

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to equitably and appropriately allocate and document costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. **Shared Personnel.** During the term of this MOU, the Parties shall coordinate with each other for shared personnel (“**Shared Personnel**”) to perform the educational services described in Attachment A (the “**Services**”) under the terms and conditions set forth herein. All shared personnel shall be documented between the Lessor and Lessee Schools, as defined herein, pursuant to Attachment B as outlined in a written process to be mutually agreed upon between the parties. No third party shall have the authority to unilaterally impose the sharing of personnel between the Parties.

2. **Lessor and Lessee Schools.** The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term “**Lessor**” refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term “**Lessee**” refers to a School receiving Services from another School’s employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this

MOU shall not terminate the Shared Personnel's employment relationship with Lessor. Lessees are not, and nothing in this MOU shall cause Lessees to become, third party beneficiaries to Lessor's employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

3. Allocation. Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formulas set forth in Attachment A (the "**Allocation**"), as it may be adjusted from time to time. The Allocation shall be assessed at the intervals set forth in Attachment A for each year of this MOU and upon termination as set forth in Section 8.

4. Allocation of Services. Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. Allocation of Fees and Expenses. As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.

a. **Fees.** Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment C (including total gross wages, benefits, workers' compensation costs, statutory benefits, retirement benefit system contributions, and employment taxes). The total cost shall be fixed as of the date of execution of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment C, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

b. **Expenses.** Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment C, invoices for expenses shall be sent within thirty (30) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

c. **Invoicing.** Each Party shall invoice the other Parties monthly for all fees and expenses incurred ("Monthly Invoice"). Each Monthly Invoice shall contain a brief description of the method by which the fees and expenses were calculated.

d. **Payment Terms.** Payment is due thirty (30) days from the date of delivery of the Monthly Invoice.

e. **Disputes.** Any disputes concerning invoices must be directed to Lessor in writing within thirty (30) days after receipt of the Monthly Invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

6. Lessor Responsibilities: In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

d. Work cooperatively with Lessee to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, providing work schedules (including compliant scheduled meal and rest periods) to Shared Personnel and timely paying Shared Personnel for all overtime and meal and rest period premiums, if applicable, and providing accurate wage statements.

e. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7), sex offense as defined by Education Code § 44010, or a controlled substance offense (as defined by Education Code § 44011); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

f. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

g. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

h. Assuming Lessor participates in CalSTRS or CalPERS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS or CalPERS purposes.

i. If Lessee reports a Shared Personnel misconduct to Lessor that violates Lessor or Lessee policies or procedures or law, Lessor shall promptly take corrective action which may include, but is not limited to, conducting an investigation, disciplining the individual, or terminating the individual and making good faith efforts to hire a replacement in accordance with Section 6(i).

j. If a Shared Personnel's employment ends with Lessor, Lessor shall make good faith efforts to replace the individual within thirty (30) days of termination, unless the other Parties provide written consent that a replacement for such individual is not necessary.

7. Lessee Responsibilities: In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations,

including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessor regarding the performance of Shared Personnel, including, but not limited to, reporting misconduct to Lessor by a Shared Personnel that violates Lessee policies or procedures or law.

g. Work cooperatively with Lessor to ensure compliance with all applicable wage and hour laws for non-exempt Shared Personnel, including, but not limited to, ensuring that nonexempt Shared Personnel adhere to their schedule as provided by Lessor, including taking meal and rest periods, and ensuring nonexempt Shared Personnel accurately record/track all hours worked for Lessee. Lessee agrees to timely report to Lessor any non-compliant meal or rest periods and any overtime worked by non-exempt Shared Personnel while working on behalf of Lessee.

8. Term and Termination.

a. Term. The MOU is effective as of July 1, 2021 and shall remain in effect until June 30, 2022 (the "**Term**"). This MOU shall automatically terminate unless renewed in writing by the Parties. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.

b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

i. Material Breach. Any Party may terminate this MOU in the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. If termination pursuant to this section is based upon a failure to pay an invoice in a timely fashion as outlined in Section 5(d) then the nonpaid Party may terminate the agreement with the nonpaying Party if that material breach has not been remedied within ten (10) business days of written notification of the material breach.

ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the

winding up of that charter's business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.

- iii. Duty to Pay Severance to Shared Personnel Upon Termination. In the event termination of this MOU results in termination of Shared Personnel's employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their employment agreement with Lessor, the terminating party shall be responsible for paying for any severance, if any in the Shared Personnel's contract, up to two weeks of salary, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation.
- iv. Termination of Shared Personnel Arrangements. Any Lessor or Lessee may terminate a Shared Personnel arrangement for teachers or other instructional staff who directly support students at any time, with or without cause or advance notice. If a Lessor or Lessee seeks to terminate a Shared Personnel arrangement for an administrative staff position who does not typically directly serve students, Lessee and Lessor shall provide sixty (60) days' written notice to other Parties before such termination. If there are any disputes concerning termination of Shared Personnel arrangements, the Parties agree to meet and confer to seek a resolution in good faith.

9. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

10. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other

than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed. Section 10 shall survive termination of this MOU.

11. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“*FERPA*”) and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee’s student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU, the term “personally identifiable information” (“*PII*”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

12. Insurance. Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor’s performance under this MOU and the provision of Services by Shared Personnel:

a. California Workers' Compensation Insurance, insurance as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator’s Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the “**Additional Insureds**”) under the General Liability, Workers’ Compensation, and Employment Practices and Professional Liability policies as specified above. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor’s insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor’s insurance and shall not contribute to it.

f. Except for Workers’ Compensation and Professional Liability coverages, Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. At commencement of this MOU, and upon any renewal of this MOU, and upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor’s obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work if possible.

13. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party’s obligations under this MOU.

14. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, agents, and insurers from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys’ fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence, wrongdoing, or willful misconduct of that Party, including its employees (including Leased Personnel), officers, directors, and agents. In no event shall any Party be required to defend, indemnify or hold harmless any other Party for the other Party’s sole negligence, sole wrongdoing or singular willful misconduct.

This indemnification shall extend to claims occurring after this MOU is terminated as well as while it is in force. The indemnification and defense obligations set forth in this provision are

separate and independent from the insurance provisions set forth in Section 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions.

15. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

16. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

17. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

18. Notice. All notices, requests, demands, or other communications (collectively “*Notice*”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

<p><i>To:</i> Monarch River Academy ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 sam@theenglishlearnergroup.com</p>	<p><i>To:</i> Yosemite Valley Charter School ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 ljarocki@hotmail.com</p>
<p><i>To:</i> Clarksville Charter School ATTN: Board President 4818 Golden Foothills Parkway #9 El Dorado Hills, CA 95762 emily95661@gmail.com</p>	<p><i>To:</i> Feather River Charter School ATTN: Board President 4305 South Meridian Road Meridian, CA 95957-9647 Dbrockmyer@hotmail.com</p>
<p><i>To:</i> Lake View Charter School ATTN: Board President 4672 County Road N Orland, CA 95963 Lindsay.mower@gmail.com</p>	

19. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

20. Entire Agreement. This MOU and all attachments, which are incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.

21. Amendments. This MOU may be amended by the mutual written consent of all Parties.

22. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

23. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

24. Governing Law. This MOU shall be governed by and interpreted under California law.

25. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

26. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

[Signature Page on Following Page]

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

<p>Monarch River Academy, a California nonprofit public benefit corporation</p> <p>By: _____ Name: _____ _____ Its: _____ Date: _____, 2021</p>	<p>Yosemite Valley Charter School, a California nonprofit public benefit corporation</p> <p>By: _____ Name: _____ _____ Its: _____ Date: _____, 2021</p>
<p>Feather River Charter School, a California nonprofit public benefit corporation</p> <p>By: _____ Name: _____ _____ Its: _____ Date: _____, 2021</p>	<p>Lake View Charter School, a California nonprofit public benefit corporation</p> <p>By: _____ Name: _____ _____ Its: _____ Date: _____, 2021</p>
<p>Clarksville Charter School, a California nonprofit public benefit corporation</p> <p>By: _____ Name: _____ _____ Its: _____ Date: _____, 2021</p>	

ATTACHMENT A

Effective Date: July 1, 2021

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between the Parties listed below. This Attachment A shall amend, replace and supersede any prior Attachment A between the Parties in their entirety.

DESCRIPTION OF SERVICES

Position	Virtual Teacher
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Providing direct and indirect instruction to Lessee students. ● Long and short-term planning addressing individual needs of students. ● Evaluating students’ progress. ● Teaching an individualized approach per the Lessee’s Charter Petition. ● Providing an inviting, exciting, and innovative learning environment to students. ● Serving as advisors to students. ● The Teacher provides an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, and psychological growth. Teachers will use online and textbook resources to deliver content, but will also need to adapt, differentiate, and scaffold curriculum for students with different learning abilities. The teachers will organize and implement an instructional program that results in student academic success in accordance with state policies, standards, and law.

Position	High School Virtual Programs Administrator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Implement High School programs: HSVA, Textbook and Edgenuity ● Oversee program development in participating regions ● Develop course descriptions, schedule and catalog ● Observe and evaluate teacher performance ● Respond to parent questions/concerns ● HST education regarding locally-based programs ● Assist HQTs with monitoring student compliance ● Work with student support and language services to create a plan to serve sub-groups & work with the SPED department to create a functioning plan to test SPED students

As detailed in Attachment C, the allocation of cost per school will be determined in one of two ways

Category 1: Allocation by Student Count Served Directly (e.g., fee charged to School on a per-student served basis)

Category 2: Allocation by percentage of Total Enrollment in HSVA program.

Each Party's Allocation shall be determined and reassessed at the following intervals:

1. First Assessment for Category 2 Personnel. The Parties shall determine the Allocation no later than July 1, based upon each Party's second principal apportionment report (P-2) for the prior school year and staffing.

2. Second Assessment for Category 2 Personnel Shared by Enrollment in the program. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's HSVA enrollment as of that date, and any resulting adjustments shall be effective as of January 1.

ATTACHMENT B

SHARED PERSONNEL TRACKING

This tracking spreadsheet contains student information and is not attached. Spreadsheet has been presented to the board and is available to board members upon request.

ATTACHMENT C

Total Cost

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein.

The attachment incorporates the estimated total cost of employees in the program employing Shared Personnel split by each respective category described in Attachment A (Category 1: Costs split based on students served and Category 2: Allocation by percentage of Total Enrollment in HSVA program.) This attachment is approved and effective as of the date of full execution of this MOU. The attachment delineates each Party's equitable share for each Shared Personnel.

CLARKSVILLE CHARTER SCHOOL:

Position	Shared Personnel Costs

FEATHER RIVER CHARTER SCHOOL:

Position	Shared Personnel Costs

LAKE VIEW CHARTER SCHOOL:

Position	Shared Personnel Costs

MONARCH RIVER ACADEMY:

Position	Shared Personnel Costs

YOSEMITE VALLEY CHARTER SCHOOL:

Position	Shared Personnel Costs

Coversheet

Services Agreement with Sequoia Grove Charter Alliance

Section: II. Finance
Item: G. Services Agreement with Sequoia Grove Charter Alliance
Purpose: Vote
Submitted by:
Related Material: ADMINISTRATIVE SUPPORT SERVICES AGREEMENT_Lake View.pdf

RECOMMENDATION:
Recommended for Board approval.

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2021 (“**Effective Date**”) by and between Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation (“**SGCA**”) and Lake View Charter School, a California nonprofit public benefit corporation (“**School**”), each of which may be referred to herein as a “**Party**” or collectively as the “**Parties**”, with respect to the following:

WHEREAS, SGCA formed to serve as a supporting organization pursuant to Internal Revenue Code Section 501(c)(3) by providing task-related administrative support services and goods to the public charter schools operated by its members, and under the supervision and ultimate decision-making authority of the governing body of its members.

WHEREAS, School is a member of SGCA pursuant to Corporations Code Section 5056 and the Bylaws of SGCA. School operates a California public charter school by the same name, Lake View Charter School, pursuant to a charter authorized by the Lake Elementary School District for a term of five years from July 1, 2019 through June 30, 2024 (“**Charter**”).

WHEREAS, School desires to contract with SGCA for administrative support services pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the School’s Charter, and that this Agreement provides for SGCA to deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties; Scope of Authority. SGCA will deliver task-related services and goods pursuant to this Agreement that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. The governing body of the School, and not SGCA, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring that the School adheres to all applicable law and is accountable to its authorizer pursuant to the Charter.

b. School shall at all times remain an independent, self-governing public body that shall comply with applicable laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and the provisions of Government Code section 1090, *et seq.*

c. To the extent not otherwise specified as a duty of SGCA pursuant to the scope of Services, all duties applicable to the proper operation of the School’s public charter schools and maintenance of applicable academic standards shall remain the responsibility of School.

d. While SGCA may make recommendations to the governing body of the School

regarding any arrangements for legal services for School pursuant to the scope of Services, School and its governing body may hire legal counsel as School may deem appropriate and necessary.

e. SGCA will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside SGCA's and/or School's reasonable control, would require SGCA or School to violate applicable law, or cause SGCA to be considered an "entity managing a charter school" pursuant to the Charter Schools Act.

f. SGCA will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that SGCA is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

g. To the extent there are any conflicts between the terms of the School's Charter and the terms of this Agreement, the terms of the Charter shall control.

h. SGCA will not have the authority to enter into or bind the School in any contract or other obligation absent express written authority from School.

2. Independent Service Provider. The Parties acknowledge that School is a member of SGCA pursuant to California Corporations Code Section 5056. The relationship created by this Agreement is that of SGCA as a service provider to School, it does not create a partnership, joint venture, or employment relationship. Nothing in this Agreement shall confer upon any SGCA or School employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

a. All SGCA employees providing services to School shall be and remain employed by SGCA and shall at all times be subject to the direction, supervision and control of SGCA. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.

b. School shall not have any right to terminate the employment of any SGCA employee providing services to the School. SGCA shall not have any right to terminate the employment of any School employee.

c. The Parties agree that SGCA shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School shall oversee and may consult with SGCA and SGCA will assist with providing payroll and related services pursuant to the scope of Services.

d. SGCA certifies that any of its employees who perform school-site services or transportation services for School, or who may have substantial contact with students at School as determined by School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and SGCA shall otherwise comply with that statute.

3. Services Provided by SGCA. During the term of this Agreement, SGCA shall provide to School the goods and services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). SGCA is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. SGCA

reserves the right to subcontract with third parties for the provision of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the Annual Fee commensurately pursuant to Section 5, if necessary, and SGCA shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

4. Term. The term of this Agreement shall commence on July 1, 2021 and continue through June 30, 2022 and shall automatically renew for consecutive one (1) year terms unless otherwise terminated pursuant to section 14, subject to any amendments to the Services or Annual Fee in accordance with Sections 3 and 5. This Agreement may be amended in accordance with Section 22 or terminated in accordance with Section 14.

5. Annual Fee. As compensation for the Services during the first year of the Term (the 2021- 22 fiscal year), School shall pay SGCA an annual fee of nine percent (9%) of the School's annual "Revenue" while the Parties determine SGCA's actual costs for performing such Services. For purposes of this Agreement, Revenue shall mean the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02 and implemented by Section 42238.3. Revenue shall not include charitable contributions made to the School, one-time or federal restricted grant funds such as PCSGP grants, or other federal funding programs.

a. The Annual Fee shall be paid by School to SGCA in twelve (12) monthly installments per fiscal year with each payment being due no later than the tenth (10th) day of each month in which a payment is due.

b. At the end of each fiscal quarter and annually no later than June 30, SGCA shall reconcile its actual expenses to provide the Services to its four (4) members per quarter and in said year. In the event that the total revenue that SGCA receives exceeds its actual expenses, SGCA shall refund the school's proportionate share of said overpayment to School within thirty (30) days of the end of the fiscal year. In the event that the total amount of the Annual Fee paid by School for the subject year is less than the school's share of SGCA's actual expenses based on the third quarter financials, SGCA will request the governing board of the school to approve an additional payment by the end of the fiscal year.

c. The Annual Fee shall be reviewed and renegotiated by the SGCA and its members at the end of each fiscal year based on SGCA's projected annual costs to provide the Services for the coming fiscal year. In addition, any member or SGCA may propose at any time during the term adjustments to increase or decrease the Annual Fee, taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. The SGCA and its members shall negotiate any such adjustments in good faith, and any adjustment of the Annual Fee shall be documented in writing approved by both Parties' governing bodies.

6. Costs. In addition to the Annual Fee, School shall reimburse SGCA for direct "pass through" costs and expenses, according to the pass through agreement, incurred in performing the Services specifically for School with prior approval of the school consistent with school fiscal policies and procedures, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of the School; platform subscription or license fees; filing or corporate fees; marketing communication, and development costs (e.g. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast

advertisements); and fees of other third parties consulted by SGCA at the request of the School. However, no pass-through costs will be owed for expenses that are built into SGCA's Annual Fee, including services

provided by subcontractors.

a. In the event that SGCA purchases equipment, materials, or supplies at the request of the School pursuant to this Agreement, SGCA shall be responsible for compliance with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that SGCA purchases on behalf of the School shall be and remain the property of the School.

b. Marketing, communication and development costs charged to School with prior approval shall be limited to those costs specific to the School's program, and shall not include any costs for the marketing of the Sequoia Grove Charter Alliance brand or development of SGCA goods, service or intellectual property.

c. All reimbursable costs of SGCA charged to School shall be itemized on SGCA invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

7. Annual Notice. As a supporting organization for its members, SGCA shall, at least annually, provide School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to its members, and its most current articles and bylaws, not later than the 5th day of the 5th month after the close of the year for which the Form 990 is filed.

8. Cooperation. School shall make available to SGCA, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for SGCA to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with SGCA to facilitate SGCA's effective performance and delivery of the Services.

9. Conflicts of Interest. The Parties recognize that it is important that School be assured that SGCA staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. SGCA acknowledges that School may require certain SGCA staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that act.

10. Intellectual Property. The intellectual property, including any work product, materials, products, inventions, works, and deliverables ("**Intellectual Property**"), developed or prepared by SGCA pursuant to this Agreement is and shall remain the exclusive property of SGCA. Similarly, any Intellectual Property owned by School, or another member of SGCA, and used by SGCA related to this Agreement is and shall remain the property of School, or the other member of SGCA. No Party shall have the right to grant a license, sublicense, or any other use or rights to the Intellectual Property of the other Party. Upon expiration or termination of this Agreement, the Intellectual Property of each Party in the possession of the other Party shall be returned and/or destroyed, as applicable.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

Page 4 of 10

a. "**Confidential Information**" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information does not include any information which (i) is

rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

c. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the California Public Records Act. SGCA shall make all School records physically or electronically available to School, upon School's request.

d. The finance and other records of the School maintained by SGCA shall be made available to the School's independent auditor upon request.

e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

12. Student Information. The Parties will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. SGCA is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. SGCA shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing SGCA to access personally identifiable information from student education records from School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. SGCA shall not use or disclose pupil records, including personally identifiable information, received from or on behalf of School except as necessary to provide the Services, as

Page 5 of 10

required by law, or as otherwise authorized in writing by School. SGCA shall protect the pupil records it receives from or on behalf of School in full compliance with state and federal law. SGCA will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SGCA shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School. In the event of an unauthorized disclosure of PII, SGCA shall notify School as soon as practicable, and shall, upon School's request, notify affected parents, legal guardians and eligible pupils using reasonably available

technological means such as electronic mail.

c. SGCA shall not use PII in pupil records to engage in targeted advertising contrary to California law.

d. Within 60 days of the termination or expiration of this Agreement, SGCA shall certify in writing that protected student information in the possession of SGCA shall be returned and/or destroyed.

13. Insurance.

a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. School shall name SGCA as an additional insured under all School's policies.

b. SGCA shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. SGCA shall name School as an additional insured under all SGCA's policies.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

d. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of SGCA.

14. Termination.

a. Either Party may terminate this Agreement without cause or a financial penalty upon at least sixty (60) days' written notice to the other Party, and such termination shall be

effective as of the end of the then-current school year to minimize disruptions to the School's operations and the other members of SGCA.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

i. School shall pay SGCA any due and unpaid portion of the Annual Fee and costs for Services performed by SGCA through the effective date of termination.

ii. SGCA shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse SGCA for all reasonable expenses incurred by SGCA in providing such transition assistance.

iii. SGCA shall work with schools to assign any equipment, vehicle or facility leases used solely by or for the benefit of or use by School.

iv. As soon as practicable, SGCA shall return to School and destroy all student-related, fiscal, human resources data, and all other records of School maintained by SGCA, whether held in electronic or physical form. SGCA shall additionally: complete a full data migration of the School's data and records in a disaggregated and accessible/usable format; migrate Google accounts from current domain to a new domain, if applicable; configure new G-Suite domains, if applicable; any transfer any ownership rights in the School's Intellectual Property, including domain name(s), website (including information on and from the website), logos, mascots, etc.

15. Liability. Each Party shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

16. Indemnification. The Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

17. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they

Page 7 of 10

believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

18. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

19. Dispute Resolution. If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through negotiation, then the Parties agree to attempt to resolve the matter through mediation prior to the filing of any litigation. Following negotiations, either Party may submit a notice of intent to mediate. This notice shall be in writing and shall specify the issue(s) in dispute. The Parties agree to jointly select a mediator. Each Party

shall be responsible for its own costs and expenses related to participation in mediation. Each Party shall cooperate fully and fairly with the mediator and shall attempt to reach a mutually satisfactory compromise of the matter in dispute.

20. Notice. All notices, requests, demands, or other communications (collectively "Notice") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below:

To SGCA:

Sequoia Grove Charter Alliance
8950 Cal Center Drive, Ste. 110
Sacramento, CA 95826

To School:

Lake View Charter School
4672 County Road N
Orland, CA 95963

21. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

22. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the Annual Fee, if necessary. Such amendments may be negotiated directly by staff of School and SGCA at any time, and shall be brought to the governing body of each Party to approve, if necessary.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement. If School seeks to enter into a lease, promissory notes or other negotiable instruments, other agreement, or to enter into a lease-purchase agreement or other financing relationships with SGCA, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School's authority to terminate SGCA and continue operation of the School.

Page 8 of 10

24. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

25. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver

shall be binding unless executed in writing by the Party making the waiver.

26. Severability. If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement.

27. Governing Law. This Agreement shall be governed by and interpreted under California law.

28. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

Sequoia Grove Charter Alliance,
a California nonprofit public benefit corporation

Lake View Charter School,
a California nonprofit public benefit corporation

By:
Name:
Its:
Date: , 2021

By:
Name:
Its:
Date: , 2021

ATTACHMENT A
DESCRIPTION OF SGCA SERVICES

Description of Services
Enrollment: School Pathways, Compliance, CALPADS, SAA, Reg Online, Live Registration Support, Reporting and analysis, Attendance data reports, maintain accurate data for staff, Collaborates on State and Federal Reporting
Records: Withdrawals, Transcripts, Work Permits, Diplomas, Cumulative Files, SPED Records, Military Security Clearance Forms
Accountability & Compliance: Verifies & Audits Attendance Logs, Work Samples, Household Data Collection Forms, Prepares all documents for Annual Audit Guide, State Attendance Reports, SIS support to staff and families,
Tech Services: Contract with Charter Tech Services- Google Suite, Domain Maintenance, Google Admin Console, Firewalls, Technical Support, Phone Services, Internet Service, Software Licensing, Technology Bulk Pricing, Support, Order Fulfillment, Student & Staff Tech Equipment Order Fulfillment, Returns, and Repairs, Accounting and inventory of all Tech assets, Website support, etc..
Procurement: Ordering System, Order Processing, Curriculum Ordering, Bulk Purchases, Invoice Allocations, Invoicing, Groups Licensing & Group Enrollment, coordinate subscriptions ordered through the OPS system, Process and check all enrichment orders, Provide customer phone support, Audit accounts and make sure funds are correct. All procurement and curriculum support is subject to school policy and prior approval by school.
Mobile Lending Library: Hub Lease, Van Purchase, Driver, Inventory Oversight, Restitution process
Field Trips/Events: Maintain Field Trip Ordering System, Process all Field Trip Requests, Coordinate insurance, Assist with bulk orders. Support schools with staff and student events as requested. Support schools with fundraising events, the proceeds from which shall remain with the schools.
Community Partners: Relations, Invoicing & Onboarding, Enrichment Certificate reconciliation/adjustments, Maintain vendor supporting document including insurance and W-9s
Business: MOU Calculations, Divvy Card Users, Payroll Master Compilation: Stipend Forms, Submission, Tax Account Set Up AP Invoice. Processing: Smartsheet Administration, Invoice Routing, Audit Compliance
HR: Clocking, Contracts, Credentialing, Employment Verification, Compliance Training, Onboarding. Sequoia Grove will not make hiring/firing/evaluation decisions on behalf of the school.
Insurance: Procure and maintain Insurance Coverage: Events, Facilities, Board & Officers, Retirement Program Administration, Medical Benefits
Facilities: Lease Agreement, Business License, Alarms, Security, Pest Control, Emergency Handbook, Facilities Repairs

Coversheet

Stipends Chart

Section: II. Finance
Item: H. Stipends Chart
Purpose: Vote
Submitted by:
Related Material: 21-22 Stipend Info_0621.pdf

Extra Duty Stipend Title	Stipend Amount	Stipend Description Uploaded
Academic Decathlon Teacher	\$ 2,500	Teacher selected will lead students in our school's academic decathlon program.
Adventure Academy Academic Elective Course Teacher (1 day/week)	\$300/4 week session	Teachers selected will develop course content around appropriate grade level standards, provide direct instruction, ongoing parent/student support, and evaluate student work as needed.
Adventure Academy Academic Elective Course Teacher (2 days/week)	\$600/4 week session	Teachers selected will develop course content around appropriate grade level standards, provide direct instruction, ongoing parent/student support, and evaluate student work as needed.
California Healthy Youth Act Coach	\$ 2,500	Teacher selected will support the CHYA program and hold office hours for students.
Director Benefits	\$300/month	Phone and auto assistance due to increased responsibilities of top level Director-level positions
Diversity and Inclusion Advisor	\$ 3,500	Teacher selected will advise across school departments to support diversity and inclusion in our schools.
ELPAC Testing Stipend	\$250 - \$750	Teachers selected will assist with ELPAC testing. Stipend determined by number of students tested.
Extended School Year (ESY)	\$ 3,500	Special education teachers selected to provide an extra 20 days of special education services from the end of the academic school year to approximately July.
Extra Student Stipend	\$100/month/student over base roster	Teachers approved may serve additional students beyond their base roster size.
High School Elective Class Teacher (min 15 students) 1 day/week	\$1500/semester	Teachers selected will teach a high school elective course that is in school's course catalog one day per week within an online platform.
High School Elective Class Teacher (min 15 students) 2 days/week	\$2500/semester	Teachers selected will teach a high school elective course that is in school's course catalog two days per week within an online platform.
Military Cadet Core Teacher	\$5000/semester	Teacher selected will teach high school Military course (two days per week) and a course for the Adventure Academy (one day per week). Lead in-person drill activity (one day per month) and attend all California Cadet Corps training, including in-person camp in July (one week). Coordinate with military personnel as needed to promote the program.
National Honor Society/National Junior Honor Society Advisor	\$ 1,000	Teacher selected will partner with NHS/NHJS to support program for students who qualify or will qualify for program.
New Teacher Mentor	\$500/teacher/semester	Teachers selected will serve as mentors to new teachers.
Prospective Family Outreach	\$300/semester	Teachers selected will communicate with new and prospective families and assist with virtual information sessions.
Special Projects	\$250- \$1500 depending on project time/duties	Teacher selected to lead a special project identified by the Executive Director as an essential project not listed on stipend sheet that does not fit within the approved job descriptions.
WASC Self-Study Lead	\$ 2,500	Teacher selected will coordinate all areas of the WASC self-study. Facilitate staff input, training on the WASC visitation process, and manage the documentation of each of the self-study areas. Project manage the writing of each of the areas and the identification of goals based on input and feedback from parent and employee stakeholders. Upon completion of a self-study, this lead will also check in on the goals agreed upon by the school and the committee to assure that they are driving our decision-making processes.
WASC Accountability Assistant (per school)	\$ 500	Teacher selected will work with the WASC Self-Study Lead to assure that actions to achieve goals are being planned and met. Keeps WASC Lead up-to-date on goal progress, and assists with tracking that progress.

*all stipends listed are per school year unless otherwise noted

Coversheet

Resolution to Change Email Addresses and Other Contact Information on All Policies and Documents

Section: III. Operations
Item: A. Resolution to Change Email Addresses and Other Contact Information on All Policies and Documents
Purpose: Vote
Submitted by:
Related Material: Board Resolution - Updates North Schools-Lake View.pdf

BACKGROUND:

The purpose of this resolution is to approve the adjustments to the Physical Address, Email Addresses, Phone Numbers, Fax Numbers, Logos, and Any Other Items Due to the Adjustment and Transition with the New Charter Services Organization.

RECOMMENDATION:

Recommended for Board approval.

Lake View Charter School
BOARD RESOLUTION 2021

I. Adoption of Lake View Charter School Approving the Adjustments to the Physical Address, Email Addresses, Phone Numbers, Fax Numbers, Logos, and Any Other Items Due to the Adjustment and Transition with the New Charter Services Organization.

WHEREAS, Lake View Charter School, the School, previously had a contract with Provenance, DBA ThinkSuite, whose contracted services included information technology, website, and facilities support.

WHEREAS, the School voted on February 24, 2021 to sever the contract with Provenance, DBA ThinkSuite, with the last date of service on June 30, 2021.

WHEREAS, the School voted on January 27, 2021 to contract with Sequoia Grove Charter Alliance, whose contracted services included information technology, website, and facilities support.

NOW, THEREFORE BE IT RESOLVED:

1. The School grants permission for the Executive Director to make adjustments to the physical address, email addresses, phone numbers, fax numbers, logos, and any other items due to the adjustment and transition with the new Charter Services Organization: Sequoia Grove Charter Alliance.
2. The School grants permission for all charter school documents, school policies, school websites, corporate filings documents, and any other documents to be updated as needed due to any adjustments made to the physical address, email addresses, phone numbers, fax numbers, logos, and any other items due to the adjustment and transition with the new Charter Services Organization: Sequoia Grove Charter Alliance.

SECRETARY’S CERTIFICATE

I, _____, Secretary of the Board of Directors of Lake View Charter School, a California nonprofit public benefit corporation, County of Glenn, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Lake View Charter School which was duly and regularly held on June 14, 2021, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2021.

Secretary of the Board of Directors of
Lake View Charter School

Coversheet

Conflict Waiver for Representation of Sequoia Grove Charter Alliance

Section: III. Operations
Item: B. Conflict Waiver for Representation of Sequoia Grove Charter Alliance
Purpose: Vote
Submitted by:
Related Material: Conflict Waiver for Sequoia Grove and Schools.pdf

BACKGROUND:

Procopio represents both Sequoia Grove Charter Alliance (SGCA) and Clarksville Charter School, Feather River Charter School, Lake View Charter School and Winship Community School (the Four Schools). The Conflict Waiver for Representation of Sequoia Grove Charter Alliance contains Informed Consent and Waiver with Regard to Conflicts of Interest between the Four Schools and SGCA. It describes:

- potential, but currently unforeseen risks of joint representation
- communication/attorney-client privilege in the event of a dispute
- legal representation in the event of a dispute
- Informed Consent and Waiver to be signed by Four Schools and SGCA

RECOMMENDATION:

Recommended for Board approval.



PROCOPIO
525 B Street
Suite 2200
San Diego, CA 92101
T. 619.238.1900
F. 619.235.0398

KEVIN M. DAVIS
P. 619.515.3293
kevin.davis@procopio.com

SAN DIEGO
DEL MAR HEIGHTS
SILICON VALLEY
ORANGE COUNTY
LAS VEGAS
PHOENIX

May 26, 2021

CONFIDENTIAL / ATTORNEY-CLIENT PRIVILEGED

Board of Directors
Sequoia Grove Charter Alliance
c/o Jason Baldwin, Board Chair
4305 S. Meridian Road
Meridian, CA 95957

Board of Directors
Feather River Charter School
c/o Jenell Sherman, Executive Director
4305 S. Meridian Road
Meridian, CA 95957

Board of Directors
Clarksville Charter School
c/o Jenell Sherman, Executive Director
4818 Golden Foothills Parkway #9
El Dorado Hills, CA 95762

Board of Directors
Lake View Charter School
c/o Julie Haycock, Executive Director
4672 County Road N
Orland, CA 95963

Board of Directors
Winship Community School
c/o Julie Haycock, Executive Director
1740 E. Huntington Dr. #205
Duarte, CA 91010

Re: Informed Consent and Waiver with Regard to Conflicts of Interest

Dear Board Members:

Procopio, Cory, Hargreaves & Savitch, LLP (the “Firm”) currently provides legal counsel to Feather River Charter School, Clarksville Charter School, Lake View Charter School and Winship Community School (collectively, the “Schools”), including to assist with the formation and operation of Sequoia Grove Charter Alliance (“Sequoia Grove”). We understand that the Schools currently provide shared services and resources to each other, including shared staff resources, and that many administrative tasks and resources will be undertaken by Sequoia Grove and performed by Sequoia Grove and its staff pursuant to services agreements with the Schools. Each of the Schools serves as a corporate member of Sequoia Grove, with the authority to designate a representative on Sequoia Grove’s governing board, to approve Sequoia Grove’s chief administrator, and to oversee Sequoia Grove’s services to the Schools.

procopio.com



We have been asked to represent Sequoia Grove with respect to its operations, such as to develop employment contracts for staff hired by Sequoia Grove who would ultimately perform the administrative tasks that support the Schools, to develop the agreements by which Sequoia Grove would provide administrative tasks and resources to the Schools and other agreements between the Schools and Sequoia Grove, and to assist with Sequoia Grove's ongoing operations.

Our joint and continued representation of the Schools and Sequoia Grove may create certain conflicts of interest, in that the interests and objectives of each client individually on certain issues may become inconsistent with the interests and objectives of the others. The joint representation of multiple clients may result in economic and/or tactical advantages. However, you should be aware that multiple representation also involves significant risks. First, it may result in divided, or at least shared, attorney-client loyalties. It may also limit the lawyer's ability to recommend or advocate all possible positions that each client might take because of the lawyer's duty of loyalty to the other clients. Also, the lawyer might not be able to offer alternatives that would otherwise be available to each of the clients absent the joint representation.

Although we are not currently aware of any actual or reasonably foreseeable adverse effects of such divided or shared loyalty, it is possible that issues may arise as to which our representation of any of you individually may be materially limited by our representation of all of you. As an example, Sequoia Grove may seek to hire employees of the Schools pursuant to the terms and conditions of the employment contracts we would develop and, in turn, the services and support that Sequoia Grove provides to the Schools pursuant to the services agreement would be based, in part, by those hired employees and the terms of their employment. The interests of the Schools, individually or collectively, may potentially or actually conflict with the interests of Sequoia Grove in developing the employment contracts or services agreements, resulting in our divided or shared loyalty.

Furthermore, because we will be jointly retained by each of you, in the event of a dispute among you, the attorney-client privilege generally will not protect communications that have taken place between each of you and attorneys in our firm. Moreover, pursuant to this joint client arrangement, anything any of you discloses to us may be disclosed by us to the others. You may not communicate to us any information which you do not wish to be communicated to any other client whom we are representing pursuant to this arrangement.

In the event of a dispute or conflict between the Schools and Sequoia Grove, there is a risk that we may be disqualified from representing you absent written consent from you at that time. We anticipate that if such a conflict or dispute were to arise, we would continue to represent the Schools, notwithstanding any adversity between you. Accordingly, we are asking that you consent to our continued and future representation of the Schools and agree not to assert any conflict of interest or seek to disqualify us from representing the Schools, notwithstanding any adversity that may develop. By signing and returning to us the agreement and consent set forth at the end of this letter, you are consenting to such arrangement and are waiving any conflicts regarding that arrangement. Notwithstanding such waiver and consent, depending on the circumstances, there remains some degree of risk that we could be disqualified from representing any of you in the event of a dispute.

As attorneys, we are governed by specific rules relating to our representation of clients when actual or potential conflicts of interest exist, or where there is a significant risk that our representation of each of you may be materially limited by our duties to other clients we are representing in the



engagement. In particular, Rule 1.7 of the Rules of Professional Conduct of the State Bar of California provides in relevant part:

- (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or separate matter.
- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client, a third person or by the lawyer's own interests.

- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a) [and] (b) ..., and:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law; and
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in this same litigation or proceeding before a tribunal.
- (e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest or other deliberation, decision or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons.

Under the Rules of Professional Conduct, "Informed consent" means a person's agreement to a proposed course of conduct after the lawyer has communicated and explained (i) the relevant circumstances and (ii) the material risks, including any actual or reasonably foreseeable adverse consequences of the proposed course of conduct. "Informed written consent" means that the disclosure and the consent required must be in writing.

Notwithstanding these risks, you have advised us that in this matter at the present time you do not desire to seek other counsel but instead you desire that we represent your multiple interests. Because the interests of any one of you may become inconsistent with the interests of the others, under the ethical standards discussed above, we are required to bring this matter to your attention and to obtain your consent before representing you in this matter.

Accordingly, we request that you signify your informed written consent to this representation by signing this letter below. We encourage you to seek independent counsel regarding the import of this consent, if you so desire, and we emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign the consent set forth below. If these conditions are



acceptable, please sign where indicated below and return a copy to me. If you have any questions, please contact me. Thank you very much for your cooperation.

Sincerely,

Kevin M. Davis

INFORMED CONSENT AND WAIVER

Procopio, Cory, Hargreaves & Savitch LLP has explained to each of the undersigned that there exist potential conflicts of interest in the joint representation of the undersigned in connection with the above-described matter and has informed each of the undersigned of the possible consequences of such.

Each of the undersigned will immediately notify Procopio, Cory, Hargreaves & Savitch LLP in writing if you believe any issues arise where your interests diverge with the other clients listed below and a conflict may exist.

Each of the undersigned understands that it has the right to, and has been encouraged to, consult with independent counsel before signing this agreement.

Each of the undersigned consents to the joint representation of the undersigned by Procopio, Cory, Hargreaves & Savitch LLP on the terms outlined above.

Dated: _____

SEQUOIA GROVE CHARTER ALLIANCE

By: _____

Its: _____

Print Name: _____

Dated: _____

FEATHER RIVER CHARTER SCHOOL

By: _____

Its: _____

Print Name: _____

[Signatures Continued on the Next Page.]



Dated: _____

CLARKSVILLE CHARTER SCHOOL

By: _____

Its: _____

Print Name: _____

Dated: _____

LAKE VIEW CHARTER SCHOOL

By: _____

Its: _____

Print Name: _____

Dated: _____

WINSHIP COMMUNITY SCHOOL

By: _____

Its: _____

Print Name: _____

Coversheet

Safe Return to In-Person Instruction Plan

Section: III. Operations
Item: C. Safe Return to In-Person Instruction Plan
Purpose: FYI
Submitted by:
Related Material:
COVID_19_Model_Prevention_Program__LVCS_v1_1.21.21_-_signed (1).pdf
returnplantemplate (1).pdf

BACKGROUND:

The Interim Final Requirements issued by U.S. Department of Education outlines several requirements for all LEAs that receive ESSER III funds, including that LEAs have in place a plan for ensuring safety during in-person instruction (either in-progress or planned) as well as ensuring continuity of services should the LEA be required to close temporarily for COVID-19-related public health reasons in the future.

This template has been created to assist LEAs in the creation of these plans and to ensure all required elements are met.

COVID-19 Prevention Program (CPP) for Lake View Charter School

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace. Lake View Charter School does not have a resource center being a non-classroom based charter.

Date: January 22, 2021

Authority and Responsibility

Julie Haycock has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all certificated and classified employees are responsible for implementing and maintaining the CPP in their assigned work areas.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by attending mandatory training offered by county or state agencies or representatives. All employees must complete this training to its completion and provide evidence that such training has been accomplished.

Family Education

Families will view the COVID-19 Reopening Plan on the school's website and receive a letter from administration with COVID-19 related safety plans for both students and staff.

Employee Screening

We screen our employees by directly screening employees when they come to work, and having them self-screen according to CDPH guidelines prior to leaving for work. We ensure that face coverings are used during screening by both screeners and employees and we measure temperatures with a non-contact thermometer.

Student Screening

Students will have their temperature checked at the front of the school, and/or at the staff parking lot entrance. There will be spaces marked for students to wait to be checked in order

to maintain social distancing. If they have a fever of 100.4 F or higher, they will not be allowed to attend school that day. If their parent is not on campus, the student will go to the isolation area and parent/guardian will be contacted for immediate pick up.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

Commonly used areas such as restrooms, staff rooms, dining areas, and recreation areas will be cleaned and disinfected immediately after use. Cleaning and disinfecting materials will be accessible at all areas used by staff. The onsite custodian (if available) will perform such duties. If one is not available, it is the responsibility of the staff member to perform the duty of disinfecting the area(s) used.

Control of COVID-19 Hazards

Physical Distancing

Where possible, we ensure at least six feet of physical distancing at all times in our workplace by:

- Reducing the number of persons in an area at one time, including visitors.
- Visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel.
- Staggered break times.
- Reference section [3205\(c\)\(6\)](#) for details

Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.

Entrance, Egress and Movement Within the School

- Students will enter the resource center and will be separated at least 6 feet apart and wearing masks.
- Students will have their temperature checked at the front of the resource center, and/or at the staff parking lot entrance. There will be spaces marked for students to wait to be checked in order to maintain social distancing. If they have a fever of 100.4 F or higher, they will not be allowed to attend school that day. If their parent is not at the resource center, the student will go to the isolation area and parent/guardian will be contacted for immediate pick up.
- Resource center access will be limited to staff, students, and parents/guardians on official business ONLY. (No volunteers and visitors on campus.)

Face Coverings

We provide clean, undamaged face coverings and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department. If a student or staff member is in need of a face covering, WCS will provide one. In case of loss, a replacement face cover will be available.

STAFF:

All staff must use face coverings in accordance with CDPH guidelines unless Cal/OSHA standards require respiratory protection. If a staff member encounters a colleague not using a

face covering, they are encouraged to remind their colleague of the practice of wearing face coverings. If a staff member does not feel comfortable confronting his/her colleague or the colleague refuses to adhere to the policy, he/she may report the incident to the supervisor on site.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Persons exempted from wearing a face covering due to a medical condition, as confirmed by school district health team and therapists, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.
- In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating or assisting young children or those with special needs) a face shield with a drape (per CDPH guidelines) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from others. Staff must return to wearing a face covering outside of the classroom.
- Workers or other persons handling or serving food must use gloves in addition to face coverings.
- Employers should consider where disposable glove use may be helpful to supplement frequent handwashing or use of hand sanitizer; examples are for workers who are screening others for symptoms or handling commonly touched items.

Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly for COVID-19.

STUDENTS:

Students and staff will be frequently reminded not to touch the face covering and to wash their hands frequently.

Students in all grade levels K-8 are required to wear face coverings at all times, while at school, unless exempted. A cloth face covering or face shield should be removed for meals, snacks, naptime, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean, safe area, clearly marked with the student's name and date, until it needs to be put on again.

In order to comply with this guidance, schools must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school.

Face covering policies apply on school buses and any vehicle affiliated with the LEA used to transport students, staff, or teachers to and/or from a school site.

Engineering controls

We implement the following measures for situations where we cannot maintain at least six feet between individuals: Staff members will always have the benefit of at least six feet from another staff member. If not, staff members will always wear face coverings.

We maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Heating and air systems will be checked properly by professionals if there appears to be a malfunction.
- Ventilation systems will have filters replaced periodically in order to maintain a clean flow of filtered air.

Cleaning and disinfecting

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Adequate and appropriate state approved supplies are provided to the staff for the cleaning and disinfecting of commonly used areas. A custodian will clean and disinfect the commonly used areas immediately after use.
- Signs are located in all commonly used areas reminding staff to properly disinfect the area they used or to inform custodial staff.
- Frequently-touched surfaces at school will be cleaned daily
- Outdoor playgrounds/natural play areas only need routine maintenance. Children will wash or sanitize their hands before and after using these spaces .
 - Note: When hand hygiene is emphasized, cleaning of outdoor structures play is not required between cohorts.

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

Should a COVID-19 case occur in our workplace, the custodial staff will immediately disinfect all areas in which the case was present. They will wear proper protection equipment (gloves, face covering, etc), and all staff, students, and personnel will be kept at a distance from said area(s).

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by our custodial staff or staff member in charge by using the cleaning materials provided. This will be done immediately after use of the equipment.

Hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- Provide sanitary handwashing facilities.
- Provide hand sanitizer in all classrooms or commonly used areas.
- Encouraging and allowing time for employee handwashing.
- Providing employees with an effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e. methyl alcohol).
- Encouraging employees to wash their hands for at least 20 seconds each time.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained. **[see section [3205\(c\)\(E\)](#) of the Department of Industrial Relations for details on required respirator and eye protection use.]**

Actions to take if there is a confirmed or suspected case of COVID-19 in a school

	Student or Staff with:	Action	Communication with school community
1.	COVID-19 symptoms (e.g., fever, cough, loss of taste or smell, difficulty breathing) Symptom screening: per CDC Symptom of COVID-19 .	<ul style="list-style-type: none"> • Send home if at school. • Recommend testing (If positive, see #3, if negative, see #4). • School/classroom remain open. 	<ul style="list-style-type: none"> • No action needed.
2.	Close contact (†) with a confirmed COVID-19 case.	<ul style="list-style-type: none"> • Send home if at school. • Exclude from school for 10 days from last exposure, per CDPH quarantine recommendations. • Recommend testing 5-7 days from last exposure (but will not shorten 10-day exclusion if negative). • School/classroom remain open. 	<ul style="list-style-type: none"> • Consider school community notification of a known exposure. No action needed if exposure did not happen in school setting.
3.	Confirmed COVID- 19 case infection.	<ul style="list-style-type: none"> • Notify the LHD. • Exclude from school for 10 days from symptom onset date or, if asymptomatic, for 10 days from specimen collection date. • Identify school contacts (†), inform the LHD of identified contacts, and exclude contacts (possibly the entire stable group (††)) from school for 10 days after the last date the case was present at school while infectious. • Recommend testing asymptomatic contacts 5-7 days from last exposure and immediate testing of symptomatic contacts (negative test results will not shorten 10-day exclusion). • Disinfection and cleaning of classroom and primary spaces where case spent 	<ul style="list-style-type: none"> • School community notification of a known case. • Notification of persons with potential exposure if case was present in school while infectious

		<p>significant time.</p> <ul style="list-style-type: none"> • School remains open. 	
4.	<p>Symptomatic person tests negative or a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition.</p>	<ul style="list-style-type: none"> • May return to school after 24 hours have passed without fever and symptoms have started improving. • School/classroom remain open. 	<ul style="list-style-type: none"> • Consider school community notification if prior awareness of testing.

(†) A contact is defined as a person who is within 6 feet from a case for more than 15 minutes cumulative within a 24-hour period, regardless of face coverings. In some school situations, it may be difficult to determine whether individuals have met this criterion and an entire stable group, classroom, or other group may need to be considered exposed, particularly if people have spent time together indoors.

Investigating and Responding to COVID-19 Cases

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

Employees who had potential COVID-19 exposure in our workplace will be:

- Offered COVID-19 testing at no cost during their working hours.
- The information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to them.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- If an employee is experiencing COVID-19 symptoms, they will immediately report it to their site supervisor
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Employees will be encouraged to take COVID-19 test to ensure that the virus is not brought back to the workplace.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.
- If there is a positive

Training and Instruction

We will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Appendix D: COVID-19 Training Roster will be used to document this training.

Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees with COVID-19 exposure from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related.
- Providing employees at the time of exclusion with information on available benefits.

Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized

employee representatives, or as otherwise required by law, with personal identifying information removed.

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
 - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
 - COVID-19 symptoms have improved.
 - At least 10 days have passed since COVID-19 symptoms first appeared.
 - COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
 - A negative COVID-19 test will not be required for an employee to return to work.
 - If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.
-
-

Julie Haycock

Julie Haycock (Jan 25, 2021 09:38 PST)

Date: Jan 25, 2021

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation:

Date:

Name(s) of employee and authorized employee representative that participated:

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

Appendix B: COVID-19 Inspections

Date:

Name of person conducting the inspection:

Work location evaluated: Lake View Charter School (4672 County Road N, Orland, CA 95963)

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date:

Name of person conducting the investigation:

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	

<p>Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):</p>	
--	--

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:			
All employees who may have had COVID-19 exposure and their authorized representatives.	Date:		
	Names of employees that were notified:		
Independent contractors and other employers present at the workplace during the high-risk exposure period.	Date:		
	Names of individuals that were notified:		
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		What could be done to reduce exposure to COVID-19?	
Was local health department notified?		Date:	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Additional Consideration #1

Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
 - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
 - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
 - We will provide additional testing when deemed necessary by Cal/OSHA.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 investigation, review and hazard correction

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
 - Our COVID-19 testing policies.
 - Insufficient outdoor air.
 - Insufficient air filtration.
 - Lack of physical distancing.
- Updating the review:
 - Every thirty days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.

- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing as much as possible.
 - Respiratory protection.
 - [describe other applicable controls].

Notifications to the local health department

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.

Additional Consideration #2

Major COVID-19 Outbreaks

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria**, and any relevant local health department orders.

Investigation of workplace COVID-19 illnesses

We will comply with the requirements of our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 hazard correction

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

Notifications to the local health department

We will comply with the requirements of our **Multiple COVID-19 Infections** and **COVID-19 Outbreaks-Notifications to the Local Health Department**.






COVID 19 Model Prevention Program, LVCS,v1,1.21.21

Final Audit Report

2021-01-25

Created:	2021-01-25
By:	Katie Royer (kroyer@inspireschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT3ksSuwAOgMFRif3GTUSVFAvj1aU1Gz0

"COVID 19 Model Prevention Program, LVCS,v1,1.21.21" History

-  Document created by Katie Royer (kroyer@inspireschools.org)
2021-01-25 - 5:26:37 PM GMT- IP address: 99.33.248.138
-  Document emailed to Julie Haycock (julie.haycock@lakeviewcharter.org) for signature
2021-01-25 - 5:27:09 PM GMT
-  Email viewed by Julie Haycock (julie.haycock@lakeviewcharter.org)
2021-01-25 - 5:37:43 PM GMT- IP address: 66.249.88.173
-  Document e-signed by Julie Haycock (julie.haycock@lakeviewcharter.org)
Signature Date: 2021-01-25 - 5:38:52 PM GMT - Time Source: server- IP address: 68.189.58.21
-  Agreement completed.
2021-01-25 - 5:38:52 PM GMT

California Department of Education
June 2021

American Rescue Plan Act Elementary and Secondary School Relief Fund (ESSER III) Safe Return to In-Person Instruction Local Educational Agency Plan Template

Background on ESSER

The American Rescue Plan Act (ARP) signed into law on March 11, 2021, provided nearly \$122 billion for the Elementary and Secondary School Relief Fund (ESSER). ARP ESSER, also known as ESSER III, funds are provided to State educational agencies in the same proportion as each State received under Title I-A of the Elementary and Secondary Education Act (ESEA) in fiscal year (FY) 2020. The U.S. Department of Education (ED) published Interim Final Requirements (IFR) on April 22, 2021 requiring Local Educational Agencies (LEAs) receiving ESSER III funds to submit an LEA Plan for the Safe Return to In-Person Instruction and Continuity of Services. If an LEA had already developed a plan for safe return to in-person instruction and continuity of services prior to the enactment of ARP that meets the statutory requirements of section 2001(i) but did not address all of the requirements in the IFR, the LEA must revise and post its plan no later than six months after receiving its ESSER III funds. This applies even if an LEA has been operating full-time in-person instruction but does not apply to fully virtual schools and LEAs.

The IFR and ARP statute, along with other helpful resources, are located here:

- April 2021 IFR: <https://www.govinfo.gov/content/pkg/FR-2021-04-22/pdf/2021-08359.pdf>
- ARP Act text: <https://www.congress.gov/117/bills/hr1319/BILLS-117hr1319enr.pdf>
- Centers for Disease Control and Prevention (CDC) COVID-19 School Operation Guidance: https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html#anchor_1616080023247
- ED COVID-19 Handbook Volume I: <https://www2.ed.gov/documents/coronavirus/reopening.pdf>
- ED COVID-19 Handbook Volume II: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>
- ESEA Evidence-Based Guidance: <https://oese.ed.gov/files/2020/07/guidanceuseseseinvestment.pdf>
- ED FAQs for ESSER and Governor's Emergency Education Relief (GEER): https://oese.ed.gov/files/2021/05/ESSER.GEER_FAQs_5.26.21_745AM_FINAL_b0cd6833f6f46e03ba2d97d30aff953260028045f9ef3b18ea602db4b32b1d99.pdf

Purpose of the Template

The IFR issued by ED outlines several requirements for all LEAs that receive ESSER III funds, including that LEAs have in place a plan for ensuring safety during in-person instruction (either in-progress or planned) as well as ensuring continuity of services should the LEA or one or more of its schools be required to close temporarily for COVID-19-related public health reasons in the future. LEAs who had a plan in place by March 11, 2021, which incorporated opportunity for public comment and was posted publicly have six months from the date their ESSER III Assurances were completed to update and revise the plans to meet those requirements. Examples of previous plans that may be allowable would be a completed Cal/OSHA or Assembly Bill 86 plan, as long as it meets the requirements previously stated. LEAs which did not have a statutorily compliant plan in place as of March 11, 2021, must create and post this plan within 30 days of completing their ESSER III Assurances. If you have questions as to which category applies to your LEA, please contact EmergencyServices@cde.ca.gov. Plans are required for all LEAs, regardless of operating status, unless an LEA is fully virtual with no physical location. All plans must be reviewed, and, as appropriate, revised, at least every six months to incorporate new or revised CDC guidance and other changed factors.

This template has been created to assist LEAs in the creation of these plans and to ensure all required elements are met. The following requirements and assurances pertain to both the statutory requirements and the IFR published by ED. LEAs may provide any additional information they believe are helpful in assessing their plan. If you have any questions, please contact EmergencyServices@cde.ca.gov.

LEA Plan for Safe Return to In-Person Instruction and Continuity of Services

LEA Name:

Option for ensuring safe in-person instruction and continuity of services:

has developed a plan

will amend its plan

1. Please choose one:

The LEA had a plan, as of March 11, 2021, that is already compliant with the ARP statute and will review and, as appropriate, revise it every six months to take into consideration the additional requirements of the IFR; or

NOTE: If your LEA already has a compliant plan as of March 11, 2021, and has assured such by checking the box above, then you may skip questions 2-4 and complete the Assurance and Contact sections.

The LEA has amended/created a plan compliant with the IFR using this template and has posted/will post it within 30 days of completing the ESSER III Assurances.

NOTE: If checking the box above that you are using this template to meet the 30 day plan requirements, you must respond to each question in the template.

Please note whether the LEA has a compliant plan and include a link to the plan, or acknowledge that the LEA is submitting a new plan and will post it within 30 days of receiving funds.

2. The LEA will maintain the health and safety of students, educators, and other school and LEA staff, and the extent to which it has adopted policies, and a description of any such policies, on each of the CDC's safety recommendations, including: universal and correct wearing of masks; modifying facilities to allow for physical distancing; handwashing and respiratory etiquette; cleaning and maintaining healthy facilities, including improving ventilation; contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments; diagnostic and screening testing; efforts to provide vaccinations to school communities; appropriate accommodations for children with disabilities with respect to health and safety policies; and coordination with State and local health officials.

Describe how the LEA will maintain, or continue to maintain, health and safety policies and procedures. Include a description of any adopted policies and procedures regarding the CDC's safety recommendations (or available LEA website links to such policies). Include descriptions of appropriate accommodations adopted and coordination efforts conducted with outside State and local health officials. Please include or describe current public health conditions, applicable State and local rules and restrictions, and other contemporaneous information that informs your decision-making process.

3. The LEA will ensure continuity of services, including but not limited to services to address students' academic needs and students' and staff social, emotional, mental health and other needs, which may include student health and food services.

Describe how the LEA will ensure continuity of services in case isolation, quarantine, or future school closures are required, including how the LEA will meet the needs of students with disabilities and English learners.

4. The LEA sought public comments in the development of its plan and took those comments into account in the development of its plan.

Describe the LEA's policy or practice that provided the public with an opportunity to provide comments and feedback and the collection process. Describe how any feedback was incorporated into the development of the plan.

In addition, the LEA provides the following assurances:

The LEA has made (in the case of statutorily compliant plans) or will make (in the case of new plans) its plan publicly available no later than 30 days after receiving its ARP ESSER allocation.

- o Please insert link to the plan:

The LEA sought public comment in the development of its plan and took those public comments into account in the development of its plan.

The LEA will periodically review and, as appropriate revise its plan, at least every six months.

The LEA will seek public comment in determining whether to revise its plan and, if it determines revisions are necessary, on the revisions it makes to the plan.

- If the LEA revises its plan, it will ensure its revised plan addresses each of the aspects of safety currently recommended by the Centers for Disease Control (CDC), or if the CDC has revised its guidance, the updated safety recommendations at the time the LEA is revising its plan.
- The LEA has created its plan in an understandable and uniform format.
- The LEA's plan is, to the extent practicable, written in a language that parents can understand, or if not practicable, orally translated.
- The LEA will, upon request by a parent who is an individual with a disability, provide the plan in an alternative format accessible to that parent.

The following person or persons is/are the appropriate contact person for any questions or concerns about the aforementioned plan.

Please list name(s), title(s), address, county, and contact information for the person or persons responsible for developing, submitting, and amending the LEA plan.

Coversheet

Public Hearing of Safe Return to In-Person Instruction Plan

Section: III. Operations
Item: D. Public Hearing of Safe Return to In-Person Instruction Plan
Purpose: Discuss
Submitted by:
Related Material: Notice_of_Public_Hearing LVCS Safe Return.pdf



NOTICE OF PUBLIC HEARING

The governing board of Lake View Charter School will hold a public hearing on the Safe Return to In-Person Instruction Plan.

The public hearing will be held via Zoom on June 14, 2021 at 4:30 pm.

Zoom Link: <https://zoom.us/j/99213250134>

Meeting ID: 992 1325 0134
Join by Phone: (669) 900-6833

Members of the public are cordially invited to attend this meeting to provide comment at the Public Hearing. Public comment can also be submitted in writing via email to board@lakeviewcharterschool.org.

The Safe Return to In-Person Instruction Plan will be available 72 hours prior to the board meeting and can be accessed on the [school website](#).

Requests for any disability-related modification or accommodations, including auxiliary aids or service in order to participate in the public hearing may be made by contacting staff at (916) 241-8667 at least two days prior to the scheduled hearing.

Coversheet

Local Control and Accountability Plan 2021-2022

Section: IV. Academic Excellence
Item: A. Local Control and Accountability Plan 2021-2022
Purpose: Vote
Submitted by:
Related Material: LCAPLVCSwithexpenditures.v.2.pdf

BACKGROUND:

This is the final version of the Local Control and Accountability Plan 2021-2024. Staff is seeking Board approval.

RECOMMENDATION:

Recommended for Board approval.

California Department of Education
January 2021

Annual Update for Developing the 2021-22 Local Control and Accountability Plan

Annual Update for the 2019–20 Local Control and Accountability Plan Year

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Lake View Charter School	Julie Haycock-Cavender Executive Director	julie.haycock@lakeviewcharter.org (916) 241-8667

The following is the local educational agency’s (LEA’s) analysis of its goals, measurable outcomes and actions and services from the

Goal 1

Provide high-quality teaching and learning that promotes opportunity for applying knowledge within an independent study/online curriculum structure.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
Priority 7: Course Access (Conditions of Learning)
Local Priorities: Basic Conditions

Annual Measurable Outcomes

Expected	Actual
Percent of teachers appropriately credentialed and assigned.	100% of teachers appropriately credentialed and assigned.

Expected	Actual
Percent of facilities considered safe as demonstrated in the Facilities Inventory (FIT) Report.	LVCS is an independent homeschool and does not have a facility.
Percent of student with access to CA state standards-aligned instructional materials (text and e-text) for all core subject areas.	100% of student with access to CA state standards-aligned instructional materials (text and e-text) for all core subject areas.
Percent of students who have access to a computer.	100% of students who have access to a computer.
Percent of students who have a broad course of study through vendor lobby electives and enrichment opportunities.	100% of students who have a broad course of study through vendor lobby electives and enrichment opportunities.

Actions / Services

Planned ` Action/Service	Budgeted Expenditures	Actual Expenditures
Ensure teachers are appropriate credentialed and assigned.	\$1,242,000	\$1,252,630
Staff will meet in monthly PLNs to share and discuss best practices and resources for supporting learning in a virtual environment.	\$10,099	\$11,079
Provide access to broad course of study such as VAPA courses and enrichment opportunities	\$635,550	\$638,241

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All budgeted expenditures for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

LVCS successfully provided high-quality teaching and learning that promoted opportunity for applying knowledge within an independent study/online curriculum structure. The school continued to offer professional development; new curriculum offerings expanded to meet

the needs of the students. With the continued evolution of online learning, the school ensured that each student had access to technology. A continued focus is to ensure that all students have internet access and the ability to utilize technology within their homes.

Goal 2

Provide appropriate tiered supports that promote and sustain positive social/emotional development as well increased academic achievement for all students.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
 Priority 4: Pupil Achievement (Pupil Outcomes)
 Priority 7: Course Access (Conditions of Learning)
 Local Priorities: Implementation of Academic Standards

Annual Measurable Outcomes

Expected	Actual
CAASPP participation rate will be at least 95%.	Actual measurable outcome is not available due to state assessments not being administered during 2019-20 school year. Star 360 participation rate was used as an alternative measure for this metric. 2019-20 Star participation rate was 85% for Math and 77% for ELA.
The percentage of Inspire students meeting or exceeding standards on CAASPP ELA assessments, including all subgroups.	Actual measurable outcome is not available due to state assessments not being administered during 2019-20 school year. Star 360 assessment scores were used as an alternative measure for this metric. 70% of students scored At/Above benchmark.

Expected	Actual								
The percentage of Inspire students meeting or exceeding standards on CAASPP Mathematics assessments, including all subgroups	Actual measurable outcome is not available due to state assessments not being administered during 2019-20 school year. Star 360 assessment scores were used as an alternative measure for this metric. 67% of students scored At/Above benchmark.								
10% of English Learners will increase one level of proficiency on the English Learner Progress Indicator annually	<p>Actual measurable outcome is not available due to state indicators not being reported on the 2020 California Dashboard. 2019-20 ELPAC scores are used as an alternative measure for this metric.</p> <p>Performance Level Scores</p> <table data-bbox="1066 560 1449 727"> <tr> <td>1</td> <td>0%</td> </tr> <tr> <td>2</td> <td>0%</td> </tr> <tr> <td>3</td> <td>100%</td> </tr> <tr> <td>4</td> <td>0%</td> </tr> </table>	1	0%	2	0%	3	100%	4	0%
1	0%								
2	0%								
3	100%								
4	0%								
At least 10% of EL students will reclassify	0% of EL students reclassified in the 2019-20 school year.								
100% of teachers will engage in >15 hours of curriculum training and CCSS PD during the school year.	100% of teachers will engage in >15 hours of curriculum training and CCSS PD during the school year.								
95% of all students will participate in quarterly interim benchmark assessments to show mastery of standards taught.	<p>ELA- 77%</p> <p>Math-85%</p>								

Actions / Services

Planned ` Action/Service	Budgeted Expenditures	Actual Expenditures
Administer interim benchmark assessments to identify the standards not yet mastered and prepare for state testing in ELA and Math.	\$132,468	\$133,678
Continue Multi-Tiered Systems of Supports to identify student attendance and academic/social needs, or exceptional needs and to individualize support including online virtual instruction license assignments, and enrichment tutoring services	\$47,500	\$49,320
Provide professional development to help guide and support administrators, counselors, and teachers in addressing the academic needs of ELs and their families including administering ELPAC, identifying ELs, administering language surveys, and coordinating ELD instruction	\$39,837	\$39,437
Targeted Professional Development for teachers to support students who are performing below grade level standard on the Smarter Balance Assessment or STAR360 in ELA and Mathematics	\$0	\$0

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All budgeted expenditures for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

LVCS provided appropriate tiered supports that promote and sustain positive social/emotional development as well as increased academic achievement for all students. The school continued to refine the MTSS Intervention support with online direct instruction and purchased new licenses for online learning. LVCS focused on an Assistant Director to build an online direct instruction for the EL population. Professional Learning Communities were formed with the monthly meetings with school leadership and teachers. LVCS continued to build a system that supports more students in direct instruction. The school recognized the importance of direct instruction and the benefits that it provides for not only within the MTSS and EL, but for the school as a whole.

Goal 3

Create systems and structures that provide multiple personalized learning paths to increase cohort graduation rate and College and Career Readiness of students to close the achievement gap.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 4: Pupil Achievement (Pupil Outcomes)
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)
 Local Priorities:

Annual Measurable Outcomes

Expected	Actual
The number of students taking college level courses (concurrent enrollment or within community colleges)	0% students participated in taking college level courses.
Counselors and HST teachers will meet with each student and family to a create personalized learning plan.	100% Counselors and HST teachers will meet with each student and family to create a personalized learning plan.
Increase the number of Career Technical Pathways.	0 CTE pathways
Increase the percentage of students scoring at Prepared and Approaching Prepared on the College Career Indicator.	CCI was not released for LVCS, our school began operating in 2019-20 school year. LVCS will receive its first California Dashboard scores in 2021.
Percent of students that pass AP examination with a score of 3 or higher.	0% of students participated in an AP examination in 2019-20.

Actions / Services

Planned ` Action/Service	Budgeted Expenditures	Actual Expenditures
Increase number of vertically aligned CTE Pathways	\$50,000	\$63,140
Support and provide professional development to administrators and teachers to ensure students demonstrate preparedness as measured by the College Career Indicator.	\$50,000	\$51,200
The school will establish an IGPS review/adjustment procedure that includes reviewing individual student grades after every grading period. Counselors and HSTs will identify, create a plan and monitor for students at risk.	\$0	\$0

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All budgeted expenditures for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

LVCS implemented systems and structures that provide multiple personalized learning paths to increase cohort graduation rate and College and Career Readiness of students to close the achievement gap. Professional development provided to the staff provided training and support for CTE and College/Career Readiness. The school successfully established the Individualized Graduation Plans in partnership with the teacher, family, and high school counselors. LVCS acknowledges that this goal is a continued component with a continued strategic plan for this population of students.

Goal 4

Increase student, parent, staff, and community engagement through collaboration, transparency, and communication and provide broad course of study.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3: Parental Involvement (Engagement)
 Priority 5: Pupil Engagement (Engagement)
 Priority 6: School Climate (Engagement)
 Priority 7: Course Access (Conditions of Learning)

Local Priorities: Parent Involvement and Engagement
 School Climate Survey

Annual Measurable Outcomes

Expected	Actual
Increase number of students participating in Enrichment opportunities as measured by student enrollment.	Due to Covid restrictions Lake View Charter School suspended all Enrichment activities. New baseline will be developed in 2021-22 LCAP plan.
Increased student participation academic and leadership opportunities such as Yearbook Committee, Student Council, Meet the Masters based on student sign in.	Due to Covid restrictions Lake View Charter School could not increase student participation. New baseline will be developed in 2021-22 LCAP plan.
Increase use of school website and provide parents with updated FAQs, policies, and program descriptions as monitored by Google Analytics.	100% use of the school website and provide parents with updated FAQs, policies, and program descriptions as monitored by Google Analytics.
Maintain chronic absenteeism rate at 0%	The chronic absenteeism rate is 0%.
Maintain the rate of pupil suspension and expulsions rate.	The suspension and expulsion rate are maintained at 0%.
Increase high school cohort graduation rate	LVCS did not have a graduation cohort in 2019-20 school year.
Decrease the high school cohort dropout rate.	LVCS did not have a cohort in 2019-20 school year.
Decrease the middle school dropout rate.	Our SIS does not identify any middle school students as dropouts.
Increase parent participation rate for the school climate survey by 10%.	100% of parents participated in school climate survey

Expected	Actual
Maintain current attendance rates of 95% or higher by ensuring the timely completion of assignments.	Our attendance rate remains steady at 95% or higher for each month.

Actions / Services

Planned ` Action/Service	Budgeted Expenditures	Actual Expenditures
Implement four-year graduation rate needs assessment and root cause analysis including related professional development	\$0	\$0
Fund parent liaison position to address specific needs of unduplicated students including augmented communication with their families	\$39,837	\$39,837
Fund Foster/homeless youth liaison position to address the specific needs of foster/homeless youth including proactive monitoring of socio-emotional needs.	\$39,837	\$39,837
Implement Project Recovery for students, particularly those with an EL, FY, or SED background, who did not re-enroll with Inspire the following school year as well as those that leave during a school year to decrease the dropout rates in middle and high school.	\$150,000	\$147,640
Increase opportunities for students to participate in leadership and academic events to development confidence and leadership skills.	\$500,000	\$540,730
Maintain updated FAQs, policies, and program descriptions on school website.	\$0	\$0

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All budgeted expenditures for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

LVCS increased student, parent, staff, and community engagement through collaboration, transparency, and communication and provided a broad course of study. The Foster/Homeless Youth Liaison position implemented policies, procedures and supports for this population. The new position provided insight to the school to continue to build support with academic, social-emotional, and intervention for the student population. LVCS will continue to focus on this student population with additional support with a multi-year strategic plan.

Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency’s (LEA’s) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

In-Person Instructional Offerings

Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Expenditures associated with researching and access to virtual and access to community resources, including museum, Nature program, STEM Experiences, Aerospace Museum, Virtual, Guided Learning Experiences specifically for unduplicated students who have challenges paying for the programs	\$1,500	\$0	Y
Lake View will provide instructional materials and will ensure students have access to appropriate materials in a safe environment improving student outcomes	\$42,000	\$42,000	Y

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

LVCS anticipated costs associated in relation to In-Person Instructional Offerings. The expenditure related to virtual access to community resources lended to the families signing up for their own experiences with the given instructional amounts. With the nature of virtual resources, there was an extraordinary number of opportunities for students to tailor to personalized learning virtual experiences. The need wasn't what was anticipated with the creation of the expenditure. Students though utilized the state-aligned materials more during the 20-21 School year.

Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

Being a non-classroom-based charter, students primarily school at home. An adjustment was the inability to utilize the community partners for enrichment opportunities.

Distance Learning Program

Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
MobyMax and other instructional material/resources to help EL, foster youth and low-income students to support intervention and universal learning subscriptions	\$6,756	\$6,756	Y
Technology to support EL Designees to support communication with our students legibly via zoom. Provide modeling and scaffolding during these lessons.	\$1,800	\$1,800	Y
STAR360 diagnostic/interim assessments: Implement a variety of assessments to monitor student progress and continual assessment to provide targeted instruction and intervention	\$10,923	\$10,923	Y
Additional devices, including Chromebooks for English learners, students living in poverty, students placed in foster care, students experiencing homelessness, and those with exceptional needs. This will provide access to online curriculum, online community partners and other resources to support students in academic progress	\$42,075	\$42,075	Y
Lake View will continue to monitor local and state guidelines related to in-person offerings. Technology, access and training will be provided to support staff and students to increase and improve services.	\$12,570	\$12,570	Y
Costs to implement Community Connections program include hot spots for connectivity, web cameras/tripods for the Community Coordinators to host/produce the workshops	\$1,500	\$1,500	Y

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

The expenditures related to implementing distance learning planned to be as estimated when the LCP was drafted. Given the state of the State of California, we shifted the focus to Social Emotional Learning instead of trauma informed practices. With the COVID-19 Pandemic, fortunately there was a wealth of free programs and offerings to support our staff and parents with professional learning incorporating SEL into their day. Therefore, we didn't need to utilize the funds towards SEL. The other expenditures were what our school anticipated spending to be which were budgeted for.

Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

Being a non-classroom based charter school, we didn't have the traditional distance learning model as a traditional public school. Challenges that our students faced were the increased need for connectivity and usage of devices with the online options in enrichment, curriculum, online learning opportunities, and synchronous learning online with our teachers. Our staff, also continuing to work from home, needed reliable internet and resources to teach remotely.

Pupil Learning Loss

Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Homeschool Teachers to provide instruction for all students, Provide school counselors to support students in targeted services with social and academic wellness: in-person/distance learning platform, provide junior high virtual academy coordinator and lead teacher, provide high school virtual academy coordinator, special education teachers, intervention specialists, Executive Director/Assistant	\$244,632	\$244,632	Y

Principals/Specialists provide instructional coaching for teachers; lead “data talks” discussions and analysis on student assessment results, monitor and supervise services for EL; and monitor student attendance and participation schoolwide, student intervention support, school psychologists, high school success coordinator * 10% of certificated salaries will be funded with LCFF Supplemental & Concentration funds (contributing column) and the remaining 90% with LCFF Base Funds			
Staff and parent training related to understanding our MTSS, and expressly what resources are provided at each tier	\$1,500	\$0	Y
Staff and parent training related to understanding our English Language Development strategies	\$1,000	\$0	Y

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

In regard to pupil learning loss, again due to the in-staff PD that were already developed, we didn’t have a need to purchase any additional training for our staff and parents. Our staff and parents did receive training understanding MTSS and ELD, but we utilized staffing, resources that were already embedded into our budget. Again, as stated above, there were additional free resources this year, unlike before, that our school was able to utilize to support these vital areas of training.

Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

As a non-classroom based independent study charter school, homeschooling students were able to continue the different modes of learning with teacher-directed, online and within the blended instructional model. Teachers communicated and met with students through digital platforms. Students chose to enroll in new direct-instruction opportunities such as HSVA and JHVA in core subjects which provided instruction at home. One challenge that the school had was the 10-15% percentage of students that participated in the benchmark diagnostic (STAR) in English language arts and mathematics. Feedback from families who took the benchmark felt they have been doing so much learning online, technology overload, COVID related life circumstances, it was another online time for their student to be on technology. With COVID there is a changed family dynamic that has made testing difficult in a student’s home. Although all students have access to technology and internet access, there are a few areas where student connectivity is still in

question, due to the location of a student's home. There was an increase in our Intervention classes during 20-21, as more students needed additional support without the in-person academic enrichment opportunities normally offered.

Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

The school completed the Care backpacks for our homeless population through collaboration with the teacher and family. A Social Emotional Website was launched along with items such as Mindset Mondays, dedicated time with counselors, online SEL supports, Community Connections events to bring students together, JHVA and HSVA also provided learning and social opportunities for students to connect. The Multicultural Diversity and Inclusion Program brought new and a continued awareness of our diverse world and student population which brought a new heightened awareness for our school and community. Results from the parent survey showed 39% of parents did not find our students mental wellbeing concerning.

Analysis of Pupil and Family Engagement and Outreach

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

Teachers continued to meet virtually with their students to provide continued student engagement with checks, office hours, scheduled live synchronous sessions, participation in diagnostic assessment and completion of assignments as documented in our student information system. Many families chose to attend our virtual community events that had series on different topics both educational and enrichment. Families also opted to join many of the parent education nights and Multicultural and Diversity Inclusion Program opportunities for additional connection. Families were able to connect with one another with thematic virtual events held by Community Connections. The JHVA had an online science fair. Our NHS held outreaches too for the students to engage with one another online. With connectivity being a challenge, our school provided technology and access to the Internet for students that needed this. We also provided online curriculum options for students that provided supplemental and full online curriculum options to enhance learning. Our interim benchmark assessment assisted in data collection, analysis, and planning for learning loss. With COVID-19, parent education workshops online provided much needed support. Our staff received a social emotional wellness PD from a keynote speaker in January. Based on our parent survey results 61% of our parents are not concerned in this period of uncertainty.

Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

As a non-classroom based independent study charter school, we do not have facilities to serve meals.

Additional Actions and Plan Requirements

Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
N/A	N/A	N/A	N/A	N/A

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

N/A

Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

LVCS continued with the three educational models during the 20-21 School Year. With the additional synchronous instruction options for junior high, high school, English learners, and intervention classes, this placed a foundation for students. With the dynamics of student's homes with parents working while students are schooling, more students took the opportunity to participate in the courses. The school saw a gain in student engagement and test scores with the online direct instruction and has planned to continue and increase course offerings in the future. Professional Development during the 20-21 School year was more targeted, and data driven tailored to the internal benchmark diagnostics. Building community in the virtual world along with course offerings lended to be a strength during COVID. With the increase in student engagement in academic course offerings and desire for in person activities, the

school will continue to build programs to support the elementary aged students. The continued need for the support of mental health and social-emotional well-being will continue to be on the forefront for our schools and for schools for the next three year, and most probably more. Our Student Services side developed and will continue to develop more programs, offerings, opportunities to support students and staff.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

For the 2021-24 LCAP's, as stated above, there will be a continued focus on direct instruction to address pupil learning loss for our unduplicated and students with disabilities elementary to high school students in core and enrichment subjects. Our EL students will continue to receive asynchronous English Language Development focused on grade level bans and EL levels determined by ELPAC results. Our Unduplicated students and SWD will be offered asynchronous instruction courses, as well as opportunities for intervention courses. Our staff will continue to focus on data driven practices from our benchmark assessments to deliver instructional strategies and curriculum to support students' specific learning needs. We will provide a pre and post assessment to help gauge academic progress.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

There were no substantive differences between the actions/services identified as contributing towards meeting the increased or improved services requirement.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

Student outcomes along with stakeholder feedback from the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 with a more data driven approach. Our team has utilized the Dashboard, internal benchmarks, teacher data from Learning Period Meetings, and external data analyst companies to assist in driving a focus pertaining to increasing student achievement, both individually and collectively within unduplicated student groups. As the team

reflected on data, along with stakeholder input, these components helped to guide LVCS in an approach to educate not only the academics but also the social-emotional well-being of students.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Lake View Charter School	Julie Haycock, Executive Director	julie.haycock@lakeviewcharter.org (916) 241-8667

Plan Summary [2021-22]

General Information

A description of the LEA, its schools, and its students.

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. We take great pride in being able to offer our students flexible personalized learning experiences through our many unique and dynamic programs. Our school values and supports parent choice and personalized learning for all students. 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. LVCS teachers collaborate with parents/learning coaches to create Learning Plans for students each learning period that outlines the lessons to be completed during a specified time frame. All students have access to online all access curriculum as well as curriculum to support educational standards. Internal benchmark diagnostic assessment data gathered from a computerized adaptable test, taken each fall, winter, and spring, for grades TK-12, pinpoints the proficiency level of students across a range of subjects. The benchmark diagnostic assessments are specifically designed to provide meaningful information for gauging student progress toward mastery of the skills measured by the summative assessments. This data along with learning styles are used to build the individualized learning path for each student to target specific learning objectives and standards. Regular assessment determines the level of mastery and individualizing the Learning Plan helps students progress quickly. Teachers can provide instruction and support either in person or online through web-conference platforms. This tool allows for teacher collaboration and instruction by using video, voice, text, and shared writing space. Students have twenty-four-hour access to all curricula, and learning can take place at a variety of locations according to student and family preference, including libraries and the students' residences. LVCS's tiered level of support is robust and differentiated for different learning styles. LVCS is continuously planning and adjusting programs to meet the needs of the student population served. Lake View Charter School's leadership and staff look forward to continuing their collaboration with the district in providing an option to students looking for an Independent study/homeschool program. It is our mission at Lake View Charter School to develop the individual gifts of students in Glenn County and adjacent counties to become proficient in Common Core State Standards and become critical thinkers, responsible citizens and innovative leaders prepared for academic and real-life achievement in the 21st Century. The mission will be accomplished in a personalized environment that fosters successful achievement through quality, personalized, standards-based education, which could include online coursework, offline textbook work, and unique hands-on and experiential learning experiences facilitated in partnership with students, parents, staff, and community.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

At Lake View Charter, we have goals for our students that are known as Schoolwide Learner Outcomes (SLOs). SLOs are a part of our school culture: they reflect our school vision, the College and Career Readiness standards, and the education of the whole child. The Junior High Virtual Academy (JHVA) and High School Virtual Academy (HSVA) were developed this year to support students. Both programs were developed to teach live online instruction providing standards aligned courses by credentialed teachers. LVCS has also implemented an online direct instruction platform (four-to-six-week direct instruction, intervention courses for mathematics and language arts), and other programs so that all students have the critical thinking skills to be successful in college and career pathways. Lake View opened in 2019-20, the 2020 California School Dashboard would have been the first dashboard released for Lake View but due to the Senate Bill 98 which suspended the reporting of state and local indicators on the 2020 California School Dashboard we do not have any data to analyze and report in terms of state accountability measures. To monitor our students collectively we are using interim benchmark assessments to analyze and understand where our students are currently performing. Based on our interim benchmark assessments currently an average of 48% of our students are performing at standards met/exceeded for Math and an average of 73% of our students are at standards met/exceeded for ELA.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Lake View Charter School opened in 2019-20, the 2020 California School Dashboard would have been the first dashboard released for Lake View but due to the Senate Bill 98 which suspended the reporting of state and local indicators on the 2020 California School Dashboard we do not have any data to analyze and report in terms of state accountability measures. Therefore, no areas of identified need or performance gaps are available to address.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Lake View Charter School takes state accountability measures very seriously and understands that there are areas we need to prioritize and create new policies or procedures to address and improve to achieve student academic success. LVCS has supported SWD's need for targeted language arts instruction by adding Reading Specialists, structured multi-sensory literacy programming as well as reading programs for specialized academic instruction. We have taken steps such as providing additional support for our unduplicated students such as professional learning for families and staff focused on instructional strategies to help students reach their academic potential. We will also implement and assess formative and interim assessments to be able to monitor our students throughout the year. With the provided data, we disaggregate the information to provide the individualized support needed for each student before the administration of the state assessments. This action plan will help students improve their overall scores on the state assessments and strengthen their academic performance. The College and Career Indicator is also an area of focus. To increase the number of students who are college and career ready, we will increase the number of course offerings in college and career indicators providing students with more opportunities to meet the requirements within this state indicator. Graduation Rate Indicator is also an area of focus for LVCS, we have created new roles and procedures to be able to monitor data

regarding student dropout rates. Our school has continued to build professional development about CCI indicators and implemented an additional planning tool on our Individualized Graduation Plan for students, parent, and teacher future planning.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Our school has not been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Our school has not been identified for CSI.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Our school has not been identified for CSI.

Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

Before developing the process of LCAP, our school initially conducted several meetings with different departments within our school. We began this process by gaining insight and perspective to what our teachers and staff felt our areas of focus should be within each department. We also sent our surveys to our stakeholders: community partners, staff, parents, and students to receive feedback regarding what they feel our school strategies, policies, or procedures should include for next year as actions items we can implement. The surveys we received from our stakeholders were analyzed thoroughly to gain insight on what overarching goals should be for our school and within those goals how we can create actions to meet the needs of our community. Our team presented to the School Board a series of LCAP presentations which consisted of information related to proposed goals and actions for the upcoming years to foster collaboration, transparency, and to gather input. Meetings occurred with the English Learners Advisory Committee which consists of parents of our English Learners. Presentations to Charter department staff were held to gather department feedback. A charter wide staff presentation was conducted at a monthly staff meeting. Lastly, we collaborated with our SELPA where we asked for any feedback regarding our proposed goals and actions for the coming years.

A summary of the feedback provided by specific stakeholder groups.

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

When analyzing the feedback, we received with various stakeholders we received an immense amount of positive feedback regarding the current set policies and procedures and what we have planned for the coming years. The feedback from our parents of English Learners Advisory Committee consisted of great positivity regarding our English Language Development courses and parents felt very supported with our current program. Some suggestions the committee felt would be beneficial for the program consisted of offering more paper based English Language Development supplemental programs rather than a complete online based program. The Committee also suggested offering more afternoon zoom courses, having access to Star 360 interim benchmark assessments in the parental portal, and having the weekly newsletter contain information regarding what teachers are working on in classes. Analyzing the feedback received from our parents through the surveys we received great suggestions which we have incorporated into our LCAP as action items and almost all our parents were extremely satisfied with the current policies and procedures of our school. The feedback received consisted of adding more parent workshops related to strengthening student achievement and resuming in person activities for students, which was suspended due to COVID restrictions. The staff feedback received from the surveys was very positive regarding how the school is working collaboratively and aligning curriculum programs with state standards. When asked which state priorities the school should focus on, much of the staff felt we should prioritize the following state priorities Basic Services (Teacher credential, instructional materials), Course Access (Student access to a broad course of study), and Parent Involvement (Efforts to seek parent input and participation). We have thoroughly gone through the feedback received from each of our stakeholders and have been actively working on how we can incorporate the recommendations received to meet the needs of our community. We thank our stakeholders for their participation in the surveys.

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

Lake View Charter School believes in putting the community we serve first and addressing their individual needs as action, to be able to create an optimal learning environment for the families we serve. After receiving feedback from our stakeholders, many of their recommendations regarding our programs within each department of our school were considered when proceeding with developing our planned goals, actions, and metrics for the 2020-21 LCAP. Our English Learner population is an area we are always looking to improve and create more supportive learning for our students and parents. From the feedback we received from our English Learners Advisory Committee we are implementing actions such as professional learning for families and staff which will focus on instructional strategies and being able to collaborate with parents and help support our English Learner population to reach their academic goals. The goals and actions we specifically added from our ELAC input include:

-Goal 2, Action 2: Hire and maintain certificated staff to provide online/synchronous instruction, programs, and support for our English Learners. This will contribute to our plans to offer more creative English Language Development support options available both online and paper based.

From the feedback we received from our surveys to our parents we found there was a need for additional professional development for our families to ensure they have all the information they need about our curriculum and programs for all our students and specifically our unduplicated students. To address this area of need we have specifically implemented:

- Goal 1 Action 1: Professional Learning related to student learning needs, particularly for English learners, foster youth, students who qualify for free or reduced lunch

- Goal 1 Action 2: Professional Learning related to student learning needs, particularly for Students with Disabilities.

We also received feedback from our High school graduate students for this year through our grad survey sent out by our High School department. Analyzing the responses, we received regarding our CTE program and our college and career readiness programs led us to create Goal 3: Increase the number of students who are high school, college, career, and life ready and within the goal create the following action items:

-Goal 3 Action 2: Provide College Readiness Assessments and Preparatory Workshops

-Goal 3 Action 1: Increase number of course offerings in college and career indicators

Lastly, we met with our SELPA and received feedback in terms of prioritizing the needs of our students with special needs which led us to create the following Goal and actions:

-Goal 3 Action 3: Partnership with Earn and Learn Organization and additional secondary support programs

-Goal 3 Action 4: Individualized Graduation Plan

We hope to ensure the implementation of these actions will provide us with the growth we are expecting in the coming school years and be able to optimize our student achievement data. Overall, we are very thrilled for the new changes in the coming years and how we were able to meet with each of our stakeholders, parents, and students and be able to use the feedback we receive into action items for our schools future planning.

Goals and Actions

Goal

Goal #	Description
1	LVCS will continue to develop plans and utilize data to strengthen student achievement for all students. List priorities Priority 1: Basic (Conditions of Learning) Priority 2: State Standards (Conditions of Learning) Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

LVCS is a strong believer in data driven decision making and how we can constantly monitor student academic data to maintain or improve current set policies and procedures. We are working on using various lenses of approach to identify areas of need and focus on implementing new strategies and techniques to increase student achievement. The actions we have initiated will directly contribute to utilizing student achievement data to progress on California State dashboard indicators. We had created these actions and metrics because we saw a performance gap for certain student groups and on specific dashboard indicators and needed to close the achievement gap. Our actions provide additional support and the tools needed to help our student groups performing at a red or orange performance level reach their higher achievement level goals.

We have utilized the STAR 360 program in order to monitor the progress of our students by conducting these interim assessments throughout the year. The administration of these assessments will allow for us to collect data in relation to where our students are performing before the state assessments and be able to provide additional individualized support where needed for our students.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
100% of students will have home access to technology and the Internet.	100%				100%
Increase participation rate on Interim benchmarks assessments	ELA 94% Math 94%				ELA 96% Math 96%
% of teachers report mastery on program implementation including Data Analysis, differentiation, assessment, and technology use.	96%				100%
100% of teachers will be fully credentialed in the area of instruction or assignment.	100%				100%
% of students enrolled in Direct instruction courses offerings	0%				50%
Schoolwide Distance from standard	The 2020 CAASPP assessments were waived due to the COVID-19				-20.0

(DFS) on the Caaspp ELA	pandemic. 2021 Data will become our baseline				
Schoolwide Distance from standard (DFS) on the Caaspp MATH	The 2020 CAASPP assessments were waived due to the COVID-19 pandemic. 2021 Data will become our baseline				-50.0
% of students who have access to standard aligned instructional material	100%				100%
Maintain safe facilities as demonstrated in a local inventory report.	LVCS does not have a facility				N/A
Implementation of state standards, particularly English language development	100%				100%
% of students who score at standards Met/Exceeded on California Science Test (CAST)	The 2020 CAST assessments were waived due to the COVID-19 pandemic. 2021 Data will become our baseline				35%
% of students scoring at ready or conditionally ready on the EAP for ELA	The 2020 EAP assessments were not available due to the COVID-19 pandemic. 2021 Data will become our baseline				57%

% of students scoring at ready or conditionally ready on the EAP for Math	The 2020 EAP assessments were not available due to the COVID-19 pandemic. 2021 Data will become our baseline				35%
% of priority group students (EL, FY, those with exceptional needs) who received tier 2 support)	11.4%				25%

Actions

Action #	Title	Description	Total Funds	Contributing
1	Professional Learning related to student learning needs, particularly for English Learners, foster youth, students who qualify for free or reduced lunch	We will provide professional learning for families and staff focused on instructional strategies as well as the importance and impacts of state testing. We are aware that certain student groups such as English Learners, foster youth, and students who qualify for free or reduced lunch are in most need of academic support. For example, we will meet with families to provide learning resources and strategies. We will also meet once a month as a Professional Learning Community as an entire staff and additionally as a smaller group to focus on professional learning.	\$60,346	Y
2	Professional Learning related to student learning needs, particularly for Students with Disabilities	We will provide professional learning for families and staff focused on instructional strategies as well as the importance and impacts of state testing. We are aware that certain groups such as our Students with Disabilities are in most need of academic support. For example, we will meet with families to provide learning resources and strategies. We will also meet once a month as a Professional Learning Community as an entire staff and additionally as a smaller group to focus on professional learning.	\$104,814	Y

3	Implement and assess formative and interim assessments	<p>We will implement assessments regularly to help us determine whether and to what degree students are making progress toward expected learning outcomes. We will focus on programs for students who are not demonstrating proficiency in ELA and Math from prior CAASPP and STAR 360. This action will improve services for our unduplicated groups and students with disabilities because it will add to our current program. This action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home. These are the best use of funds because our data demonstrates that these students need additional support which, as a school we will be able to closely monitor with a data driven model to focus target instruction to mitigate a potential increase in student learning loss.</p>	\$68,932	Y
4	Increase the number of live or synchronous classes/ workshops for Elementary level grades	<p>We are creating and implementing a TK-6 academic online program with instruction from our teachers. This program will consist of online/synchronous classes and rotating workshops focusing on standards-based mathematics and language arts foundational concepts. We will target students who are working towards proficiency in ELA and Math from prior CAASPP and STAR 360 testing data. This program will increase and improve services for our unduplicated groups and is in addition to our current program offerings. It will be implemented schoolwide, however, our unduplicated student groups will benefit principally, as students in these groups are more likely to need additional academic support. These are the best use of funds because our data demonstrates that these students need additional support which can be provided by our credentialed teaching staff who can model and closely monitor student understanding.</p>	\$0	Y
5	Purchase additional technology	<p>We will provide mobile internet connectivity and technology for student use for connectivity at home. The goal is schoolwide and is important because most of our resources and curriculum are offered online. An example is to provide a standards-based online curriculum for our unduplicated students. Another example is providing hotspots to ensure that our unduplicated students can attend our live or synchronous classes for academic and social emotional well-being. Schoolwide, however, we know priority groups will benefit due to financial restraints of these students.</p>	\$20,000	Y

6	Hire and maintain certificated staff to provide online/synchronous instruction, programs, and support.	We will hire certificated staff to expand our middle school direct instruction courses for English Language Arts and Math. Additionally, we will hire and maintain certificated staff to create online/synchronous instruction support programs for students who are not demonstrating proficiency in ELA and Math from prior CAASPP and STAR 360. This action will increase and improve services for our unduplicated groups because it will add to a current program. This action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home. These are the best use of funds because our data demonstrates that these students need additional support due to school closures and the pandemic there is an increase in student learning loss which we hope to mitigate with this action.	\$40,853	Y
7	Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance	We will purchase digital and paper resources, software, and workshops to assist staff, teachers and families with student services and the processes within the department. We are aware that student services have certain documents, processes and needs associated with compliance. The purchase of these will help in streamlining the process for our schools. An example of an expenditure is for our Student Study Team and Section 504 processes, Beyond SST will promote a digital manner for making referrals, scheduling, and holding meetings, creating Intervention and 504 plans as well as tracking data. Unduplicated students will benefit from the purchase of resources as some families have requested to remain off technology, therefore the ability to purchase printed materials will accommodate and support their educational requests. This will also support child find and create a continuum of supports and services for students.	\$1,374	Y

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of how effective the specific actions were in making progress toward the goal.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

Goals and Actions

Goal

Goal #	Description
2	<p>LVCS will promote a safe, healthy, and engaged learning environment for all students.</p> <p>List Priorities</p> <p>Priority 4: Pupil Achievement (Pupil Outcomes)</p> <p>Priority 7: Course Access (Conditions of Learning)</p> <p>Priority 8: Other Pupil Outcomes (Pupil Outcomes)</p>

An explanation of why the LEA has developed this goal.

This goal was developed to ensure all students including unduplicated students (foster youth, English learners, and students who qualify for free or reduced lunch) are receiving the additional support they need. To monitor students and address any individualized area of need we will hire additional staff and set procedures to be able to provide any additional support. We will hire and maintain certificated staff to provide online/synchronous instruction, programs, and support for our English Learners. To ensure improvement on our English Learners reclassification, to improve these results we will fund support staff for unduplicated student support, which includes hiring a bilingual family liaison to support our non-English speaking populations. We hope these actions will contribute to improving our overall Goal to promote a safe, healthy, and engaged learning environment for all our student

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of students who feel safe or connected to the school	Students: 93% Parents: 95% Teachers: 94%				Students:100% Parents: 100% Teachers: 100%
The percent student suspension rate	0%				0%
The percent student expulsion rate	0%				0%
The percent High school dropout rate	0%				0%
The percent Middle school dropout rate	0%				0%
Maintain Chronic Absenteeism Indicator at 0% for all students	0%				0%
1% increase in student attendance or maintenance of a minimum of 98% attendance rate annually	100%				100%
Increase opportunities for student participation in leadership, enrichment, and academic events i.e., NHS NJHS, Enrichment	Fall: 24 students Spring: 21 students				Fall: 100 students Spring: 100 students

% of parents who provide feedback on survey specific to our LCAP actions and goals	100%				100%
% of parents/guardians of English learners, foster youth, and students who qualify for free or reduced lunch meet with a resource specialist such as our foster youth liaison or EL coordinator at least once a year	100%				100%
The percent of English learners who reclassify	0.2%				15%
The percent of English learners who are making progress towards English proficiency on ELPI	The 2020 ELPI results not available due to the COVID-19 pandemic. 2021 Data will become our baseline				65%

Actions

Action #	Title	Description	Total Funds	Contributing
1	Fund support staff for unduplicated student support	We will fund foster/homeless youth and family liaison positions to address specific needs of unduplicated and students with disabilities including augmented communication with families to receive information and support in the appropriate language. For example, we will utilize our foster/homeless youth liaison position to partner	\$30,000	Y

		with families to assist in meeting the educational, social, and emotional needs of students. We will also hire family liaisons who also speak another language besides English, to support our non-English speaking populations.		
2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs, and support for our English Learners.	To improve and increase our academic support for English learners including those with disabilities, we will refine and improve our English language development curriculum and instructional delivery. Expenditures related to this action are the hiring of additional certificated staff and programs.	\$0	Y
3	Fund School Counselor/SST Coordinator	According to our parent survey 61% of our parents who participated in the survey were concerned with their child's mental health. To support our families and provide a resource we will fund the School Counselor/SST coordinator. This position will oversee and provide social-emotional and counseling services, supports and referrals. The Coordinator will work to hold virtual SST meetings. The Counselor/SST Coordinator will offer group sessions/1:1, check in with students, lead SST meetings with a whole child perspective with Social Emotional Learning, academic, suicide risk assessment, students in crisis, dedicated time with unduplicated, collecting community-based resources for families. Although this is a schoolwide support, the position will focus on our priority group of students in need of academic intervention which includes Foster youth, low SED backgrounds, special education, and English learners. This position will provide support to students clinically and educationally. For example, counselors will address social and emotional needs of students through a variety of ways including workshops, whole group practices, small group interventions, and individualized learning activities. Another example is that our counselor will provide ongoing training and support to charter staff.	\$9,380	Y
4	Fund positions for monitoring student achievement data	Focusing on priority group students such as EL, FY, or SED background, who did not re-enroll with the following school year, as well as those that leave during the school year to decrease the dropout rates in middle and high school. This will improve and increase services with a dedicated staff member to collaborate with families, High School Counselors, and the High School Department to assist our priority groups and schoolwide students. Our priority groups will benefit from this position as they will partner with our translators to assist, if needed also.	\$0	Y

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of how effective the specific actions were in making progress toward the goal.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

Goals and Actions

Goal

Goal #	Description
3	<p>Increase the number of students who are high school, college, career, and life ready.</p> <p>List priorities:</p> <ul style="list-style-type: none"> Priority 3: Parental Involvement (Engagement) Priority 5: Pupil Engagement (Engagement) Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

This goal was developed to increase college and career readiness amongst our high school students. There is a need to increase the number of students participating and improving in college assessments. We will provide students with College Readiness Assessments and Preparatory Workshops to ensure they are supported in every way. We hope to ensure all our students in secondary education increase their performance on all college and career readiness measures with the additional support we have planned as actions for the coming school year. We are

planning to add additional AG courses to facilitate AG completion. We will collaborate with the College Board to offer onsite locations that offer PSAT, SAT and AP testing. Students have had a difficult time taking AP tests at outside institutions and this will solve that problem. We will add credentialed teacher taught CTE courses in HSVA in addition to the CTE opportunities available through eDynamic/Edmentum and at community colleges. We will offer courses through HSVA that offer more support to the struggling student to help our CAASPP scores in English, math, and science specifically. We will offer military science and leadership courses through HSVA that will help students reach the 2-year requirement for preparedness in that area. We will Contract with Earn and Learn, an organization that facilitates internship opportunities and helps students achieve the capstone course portion of the CTE pathway, making full completion more likely. Additionally, we will continue to encourage concurrent enrollment with local community colleges and seek out opportunities to partner with local colleges to offer dual enrollment to ensure we can continue to create more opportunities for our students to meet the state college and career preparedness requirements. Lastly, we will establish a contact and relationship with the Department of Rehabilitation in order to support our students with disabilities. We will also offer college and career awareness support, services, and workshops to our students with disabilities.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
The percent of students graduating with A-G requirements fulfilled	N/A				20%
The percent of students participating in a CTE pathway	0%				10%
5% increase in the number of students who score at Approaching Prepared or Prepared level on the College and Career Indicator	The 2020 CCI results were not available due to the COVID-19 pandemic. 2021 Data will become our baseline				65%
The percentage of students passing the AP examination with a score of 3 or higher	0%				72%
The percentage of high school	N/A				95%

students graduating within 4 or 5 years					
Increase CAASPP participation rate or maintain at 95% or higher	The 2020 CAASPP assessments were waived due to the COVID-19 pandemic. 2021 Data will become our baseline				ELA- 95% Math- 95%
Increase percentage of students scoring at standard met or exceeding (level 3 or 4) on CAASPP Mathematics assessments, including all subgroups	The 2020 CAASPP assessments were waived due to the COVID-19 pandemic. 2021 Data will become our baseline				75%
Increase percentage of students scoring at standard met or exceeding (level 3 or 4) on CAASPP ELA assessments, including all subgroups	The 2020 CAASPP assessments were waived due to the COVID-19 pandemic. 2021 Data will become our baseline				75%
% of students who complete both A-G and CTE pathway	0%				10%

Actions

Action #	Title	Description	Total Funds	Contributing
----------	-------	-------------	-------------	--------------

1	Increase number of course offerings in college and career indicators	<p>We will expand course offerings and analyze student data to find where a-g completion rates drop-off and expand course offerings. This action will increase and improve services for our unduplicated groups because it will add to a current program. The action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home and the offerings will support viable skills outside of schools. Our unduplicated students will have more opportunities for post-high school career opportunities. These are the best use of funds because our data demonstrates that these students need additional support due to school closures and the pandemic there is an increase in student learning loss which we hope to mitigate with this action. Expenditures associated with this action include: For example, we will add CTE course offerings to our High School Virtual Academy. We will also add more A-G course offerings for students to be able to make progress towards A-G Completion.</p>	\$41,616	Y
2	Provide College Readiness Assessments and Preparatory Workshops	<p>To improve on the CCI indicator we will increase the number of students participating on ACT, PSAT, SAT, and AP end of course exams. Although this is a schoolwide action, we will focus our resources and staff towards our unduplicated students and students with disabilities to provide them with more opportunities, workshops, and resources to prepare for college readiness.</p>	\$0	Y
3	Partnership with Earn and Learn Organization and additional secondary support programs	<p>To increase college and career readiness, we will partner with Earn and Learn, an organization that facilitates internship opportunities. This will increase and improve services for our priority groups because it will provide an additional avenue other than a university, college, or community college to gain career exploration. An example is that Earn and Learn will provide resources to support and deepen career pathways for learners including contacts to industry, tools to organize work-based learning, and a collaborative community of peers.</p> <p>We will also be working to develop a contact and relationship with the Department of Rehabilitation to support students with disabilities.</p>	\$2,934	Y
4	Individualized Graduation Plan	<p>To improve our graduation rate and performance score we have set procedures to revamp our Individualized Graduation Plan to raise awareness among our teachers so that they understand the actions</p>	\$0	Y

that make our students classified as CCI prepared. They will be asked to choose a path that culminates in each student qualifying as prepared in a way best suited to their individual needs. We are also setting up free advisory classes, submitted to the College Board for AG credit and led by the counselor. This will assist students/families in making choices that will benefit themselves and our dashboard. We have several strategies that are foundational for the training/support offered above. This offering will contribute to CCI preparedness and is more readily accessible.

Students with disabilities will have a High School Counselor, Home School Teacher, Special Education Teacher, and parent present at their IEP to assist in developing their course of study in conjunction with their independent transition plan.

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

An explanation of how effective the specific actions were in making progress toward the goal.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

As per CDE guidelines, the Goal Analysis section will be implemented in the 2022-23 LCAP.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
10.07%	\$38,142

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

- ✓ **Goal 1: Action 1 Professional Learning related to student learning needs**, particularly for English Learners, foster youth, students who qualify for free or reduced lunch. We will provide professional learning for families and staff focused on instructional strategies as well as the importance and impacts of state testing. We are aware that certain student groups such as English Learners, foster youth, and students who qualify for free or reduced lunch are in most need of academic support. For example, we will meet with families to provide learning resources and strategies. We will also meet once a month as a Professional Learning Community as an entire staff and additionally as a smaller group to focus on professional learning.
- ✓ **Goal 1: Action 2 Professional Learning related to student learning needs, particularly for Students with Disabilities**. We will provide professional learning for families and staff focused on instructional strategies as well as the importance and impacts of state testing. We are aware that certain groups such as our Students with Disabilities are in most need of academic support. For example, we will meet with families to provide learning resources and strategies. We will also meet once a month as a Professional Learning Community as an entire staff and additionally as a smaller group to focus on professional learning. This action aligns with Feather River's Special Education Plan element 3b.
- ✓ **Goal 1: Action 3 Implement and assess formative and interim assessments**. Our dashboard shows that schoolwide our students are 27.6 points below standard for ELA and 85.9 points below standard for Math. We will implement assessments regularly to help us determine whether and to what degree students are making progress toward expected learning outcomes. We will focus on programs for students who are not demonstrating proficiency in ELA and Math from prior CAASPP and STAR 360. This action will improve services for our unduplicated groups and students with disabilities because it will add to our current program. This action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home. These are the best use of funds because our data demonstrates that these students need additional support which, as a school we will be able to closely monitor with a data driven model to focus target instruction to mitigate a potential increase in student learning loss. This action aligns with Feather River Special Education Plan Element 3c. Expenditures associated with this action include: Purchase of assessment(s) that is aligned with California State Standards in mathematics and English Language arts to monitor the progress of students who typically need the most academic support including special education and homeless subgroups

- ✓ **Goal 1: Action 5 Purchase additional technology:** We will provide mobile internet connectivity and technology for student use for connectivity at home. The goal is schoolwide and is important because most of our resources and curriculum are offered online. An example is to provide a standards-based online curriculum for our unduplicated students. Another example is providing hotspots to ensure that our unduplicated students can attend our live or synchronous classes for academic and social emotional well-being. Schoolwide, however, we know priority groups will benefit due to financial restraints of these students.
- ✓ **Goal 1: Action 6 Hire and maintain certificated staff to provide online/synchronous instruction, programs, and support.** Our dashboard shows that schoolwide our students are 27.6 points below standard for ELA and 85.9 points below standard for Math. We will hire certificated staff to expand our middle school direct instruction courses for English Language Arts and Math. Additionally, we will hire and maintain certificated staff to create online/synchronous instruction support programs for students who are not demonstrating proficiency in ELA and Math from prior CAASPP and STAR 360. This action will increase and improve services for our unduplicated groups because it will add to a current program. This action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home. These are the best use of funds because our data demonstrates that these students need additional support due to school closures and the pandemic there is an increase in student learning loss which we hope to mitigate with this action.
- ✓ **Goal 1: Action 7 Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance.** We will purchase digital and paper resources, software, and workshops to assist staff, teachers and families with student services and the processes within the department. We are aware that student services have certain documents, processes and needs associated with compliance. The purchase of these will help in streamlining the process for our schools. An example of an expenditure is for our Student Study Team and Section 504 processes, Beyond SST will promote a digital manner for making referrals, scheduling and holding meetings, creating Intervention and 504 plans as well as tracking data. Unduplicated students will benefit from the purchase of resources as some families have requested to remain off of technology, therefore the ability to purchase printed materials will accommodate and support their educational requests. This will also support child find and create a continuum of supports and services for students.
- ✓ **Goal 2: Action 1 Fund support staff for unduplicated student support.** We will fund foster/homeless youth and family liaison positions to address specific needs of unduplicated and students with disabilities including augmented communication with families to receive information and support in the appropriate language. For example, we will utilize our foster/homeless youth liaison position to partner with families to assist in meeting the educational, social, and emotional needs of students. We will also hire family liaisons who also speak another language besides English, to support our non-English speaking populations.
- ✓ **Goal 2: Action 3 Fund School Counselor/SST Coordinator.** According to our parent survey 46% of our parents who participated in the survey were concerned with their child's mental health. To support our families and provide a resource we will fund the School Counselor/SST coordinator. This position will oversee and provide social-emotional and counseling services, supports and referrals. The Coordinator will work to hold virtual SST meetings. The Counselor/SST Coordinator will offer group sessions/1:1, check in with students, lead SST meetings with a whole child perspective with Social Emotional Learning, academic, suicide risk assessment, students in crisis, dedicated time with unduplicated, collecting community-based resources for families. Although this is a schoolwide support, the position will focus on our priority group of students in need of academic intervention which includes Foster youth, low SED backgrounds, special education, and English learners. This position will provide support to students clinically and educationally. For example, counselors will address social and emotional needs of students through a variety of ways including workshops, whole group practices, small group interventions, and individualized learning activities. Another example is that our counselor will provide ongoing training and support to charter staff.

- ✓ **Goal 3: Action 1 Increase number of course offerings in college and career indicators.** From our graduation survey results we found that 65.5% of our graduates were not aware of our CTE program. Our dashboard shows that schoolwide 32.4% of our students are prepared on the college and career indicator. We will expand course offerings and analyze student data to find where a-g completion rates drop-off and expand course offerings. This action will increase and improve services for our unduplicated groups because it will add to a current program. The action will be implemented schoolwide; however, we believe our unduplicated student groups will benefit principally because these groups are less likely to have academic support at home and the offerings will support viable skills outside of schools. Our unduplicated students will have more opportunities for post-high school career opportunities. These are the best use of funds because our data demonstrates that these students are in need of additional support due to school closures and the pandemic there is an increase in student learning loss which we hope to mitigate with this action. Expenditures associated with this action include: For example, we will add CTE course offerings to our High School Virtual Academy. We will also add more A-G course offerings for students to be able to make progress towards A-G Completion.
- ✓ **Goal 3: Action 3 Partnership with Earn and Learn Organization and additional secondary support programs.** Our Dashboard shows schoolwide that our students are 32.4% prepared in CCI. To increase college and career readiness, we will partner with Earn and Learn, an organization that facilitates internship opportunities. This will increase and improve services for our priority groups because it will provide an additional avenue other than a university, college, or community college to gain career exploration. An example is that Earn and Learn will provide resources to support and deepen career pathways for learners including contacts to industry, tools to organize work-based learning, and a collaborative community of peers. We will also be working to develop a contact and relationship with the Department of Rehabilitation to support students with disabilities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

LVCS understands the importance of equity vs. equality and how our unduplicated students require the additional support in reaching their educational goals for all our created schoolwide actions in the coming years. Our school has approximately 52.4% of our students who qualify as either foster youth, English learners, or low-income, for which we receive \$378,768 known as supplemental concentration funds as pursuant to 5 CCR 15496(a)(5). To provide the additional needed support we are increasing or improving services for our unduplicated students (Foster Youth, English Learners, and Low-Income Students) by 10.07% which is approximately \$38,142. We have planned in our LCAP as action items to specifically use these additional funds for Professional Learning, additional technology, and funds for additional staff which will help support our unduplicated student group where needed. The LCAP actions were created with the feedback from our stakeholders, parents, students, and staff ensuring we can identify the area where the additional support is required. We want to pursue being able to address and close the achievement gaps amongst all our student groups while prioritizing our unduplicated students.

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Personnel Expense	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	Professional Learning related to student learning needs, particularly for English Learners, foster youth, students who qualify for free or reduced lunch	All	Yes	Schoolwide	All	All	3 years	100%	\$ 60,346	\$ -	\$ 60,346	\$ -	\$ -	\$ -	\$ 60,346
1	2	Professional Learning related to student learning needs, particularly for Students with Disabilities	SWDS	Yes	Limited	N/A	All	3 years	100%	\$ 104,814	\$ -	\$ 104,814	\$ -	\$ -	\$ -	\$ 104,814
1	3	Implement and assess formative and interim assessments	All	Yes	Schoolwide	All	All	3 years	100%	\$ -	\$ 68,932	\$ 68,932	\$ -	\$ -	\$ -	\$ 68,932
1	4	Increase the number of live or synchronous classes/ workshops for Elementary level classes	All	No	Schoolwide	All	Elementary	3 years		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	5	Purchase additional technology	All	Yes	Schoolwide	All	All	3 years	0%	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
1	6	Hire and maintain certificated staff to provide online/synchronous instruction, programs and support.	All	Yes	Schoolwide	All	All	3 years	100%	\$ 40,853	\$ -	\$ 40,853	\$ -	\$ -	\$ -	\$ 40,853
1	7	Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance	All	Yes	Schoolwide	All	All	3 years	0%		\$ 1,374	\$ 1,374	\$ -	\$ -	\$ -	\$ 1,374
2	1	Fund support staff for unduplicated student support	All	Yes	Schoolwide	All	All	3 years	0%	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
2	2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs and support for our English Learners.	English Learners	No	Limited	English Learners	All	3 years		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	3	Fund School Counselor/SST Coordinator	All	Yes	Schoolwide	All	All	3 years	100%	\$ 9,380	\$ -	\$ 9,380	\$ -	\$ -	\$ -	\$ 9,380
2	4	Fund positions for monitoring student achievement data	All	No	Schoolwide	All	All	3 years		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	1	Increase number of course offerings in college and career indicators	All	Yes	Schoolwide	All	High School	3 years	100%	\$ 41,616	\$ -	\$ 41,616	\$ -	\$ -	\$ -	\$ 41,616
3	2	Provide College Readiness Assessments and Preparatory Workshops	All	No	Schoolwide	All	High School	3 years		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	3	Partnership with Earn and Learn Organization and additional secondary support programs	All	Yes	Schoolwide	All	High School	3 years	0%	\$ -	\$ 2,934	\$ 2,934	\$ -	\$ -	\$ -	\$ 2,934
3	4	Individualized Graduation Plan	All	No	Schoolwide	All	High School	3 years		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$ 380,249	\$ -	\$ -	\$ -	380,249	\$ 257,009	\$ 93,240

Goal #	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	English Learners, foster youth, students who qualify for free or reduced lunch	All	\$ 60,346	\$ -	\$ -	\$ -	\$ 60,346
1	2	Professional Learning related to student learning needs, particularly for Students with Disabilities	SWD'S	\$ 104,814	\$ -	\$ -	\$ -	\$ 104,814
1	3	Implement and assess formative and interim assessments	All	\$ 68,932	\$ -	\$ -	\$ -	\$ 68,932
1	4	Increase the number of live or synchronous classes/ workshops for Elementary level grades	All	\$ -	\$ -	\$ -	\$ -	\$ -
1	5	Purchase additional technology	All	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
1	6	Hire and maintain certificated staff to provide online/synchronous instruction, programs and support.	All	\$ 40,853	\$ -	\$ -	\$ -	\$ 40,853
1	7	Student Study Team (SST), & Section 504 access, process, and compliance	All	\$ 1,374	\$ -	\$ -	\$ -	\$ 1,374
2	1	Fund support staff for unduplicated student support	All	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
2	2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs and support for our English Learners.	English Learners	\$ -	\$ -	\$ -	\$ -	\$ -
2	3	Fund School Counselor/SST Coordinator	All	\$ 9,380	\$ -	\$ -	\$ -	\$ 9,380
2	4	Fund positions for monitoring student achievement data	All	\$ -	\$ -	\$ -	\$ -	\$ -
3	1	Increase number of course offerings in college and career indicators	All	\$ 41,616	\$ -	\$ -	\$ -	\$ 41,616
3	2	Provide College Readiness Assessments and Preparatory Workshops	All	\$ -	\$ -	\$ -	\$ -	\$ -
3	3	Partnership with Earn and Learn Organization and additional secondary support programs	All	\$ 2,934	\$ -	\$ -	\$ -	\$ 2,934
3	4	Individualized Graduation Plan	All	\$ -	\$ -	\$ -	\$ -	\$ -

Contributing Expenditure Table

Totals by Type	Total LCFF Funds	Total Funds
Total:	\$ 380,249	\$ 380,249
LEA-wide Total:	\$ -	\$ -
Limited Total:	\$ 104,814	\$ 104,814
Schoolwide Total:	\$ 275,435	\$ 275,435

Goal #	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	1	Professional Learning related to student learning needs, particularly for English Learners, foster youth, students who qualify for free or reduced lunch.	Schoolwide	All	All	\$ 60,346	\$ 60,346
1	2	Professional Learning related to student learning needs, particularly for Students with Disabilities	Limited	N/A	All	\$ 104,814	\$ 104,814
1	3	Implement and assess formative and interim assessments	Schoolwide	All	All	\$ 68,932	\$ 68,932
1	4	Increase the number of live or synchronous classes/ workshops for Elementary level grades	Schoolwide	All	Elementary	\$ -	\$ -
1	5	Purchase additional technology	Schoolwide	All	All	\$ 20,000	\$ 20,000
1	6	Hire and maintain certificated staff to provide online/synchronous instruction, programs and support.	Schoolwide	All	All	\$ 40,853	\$ 40,853
1	7	Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance	Schoolwide	All	All	\$ 1,374	\$ 1,374
2	1	Fund support staff for unduplicated student support	Schoolwide	All	All	\$ 30,000	\$ 30,000
2	2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs and support for our English Learners.	Limited	English Learners	All	\$ -	\$ -
2	3	Fund School Counselor/SST Coordinator	Schoolwide	All	All	\$ 9,380	\$ 9,380
2	4	Fund positions for monitoring student achievement data	Schoolwide	All	All	\$ -	\$ -
3	1	Increase number of course offerings in college and career indicators	Schoolwide	All	High School	\$ 41,616	\$ 41,616
3	2	Provide College Readiness Assessments and Preparatory Workshops	Schoolwide	All	High School	\$ -	\$ -
3	3	Partnership with Earn and Learn Organization and additional secondary support programs	Schoolwide	All	High School	\$ 2,934	\$ 2,934
3	4	Individualized Graduation Plan	Schoolwide	All	High School	\$ -	\$ -

Annual Update Table Year 1

			Totals:	Planned Expenditure Total	Estimated Actual Total
			Totals:	\$ 380,249	\$ -
Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures
1	1	Professional Learning related to student learning needs, particularly for English Learners, foster youth, students who qualify for free or reduced lunch	Yes	\$ 60,346	
1	2	Professional Learning related to student learning needs, particularly for Students with Disabilities	Yes	\$ 104,814	
1	3	Implement and assess formative and interim assessments	Yes	\$ 68,932	
1	4	Increase the number of live or synchronous classes/ workshops for Elementary level grades	No	\$ -	
1	5	Purchase additional technology	Yes	\$ 20,000	
1	6	Hire and maintain certificated staff to provide online/synchronous instruction, programs and support.	Yes	\$ 40,853	
1	7	Purchase of resources to support Multi-Tiered System of Support (MTSS), Student Study Team (SST), & Section 504 access, process, and compliance	Yes	\$ 1,374	
2	1	Fund support staff for unduplicated student support	Yes	\$ 30,000	
2	2	Hire and maintain certificated staff to provide online/ synchronous instruction, programs and support for our English Learners.	No	\$ -	
2	3	Fund School Counselor/SST Coordinator	Yes	\$ 9,380	
2	4	Fund positions for monitoring student achievement data	No	\$ -	
3	1	Increase number of course offerings in college and career indicators	Yes	\$ 41,616	
3	2	Provide College Readiness Assessments and Preparatory Workshops	No	\$ -	
3	3	Partnership with Earn and Learn Organization and additional secondary support programs	Yes	\$ 2,934	
3	4	Individualized Graduation Plan	No	\$ -	

Coversheet

Budget Overview for Parents 2021-2022

Section: IV. Academic Excellence
Item: B. Budget Overview for Parents 2021-2022
Purpose: Vote
Submitted by:
Related Material: Lake View FY20-21 BOP,finalv.1.pdf

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Lake View

CDS Code: 11 62596 0139550

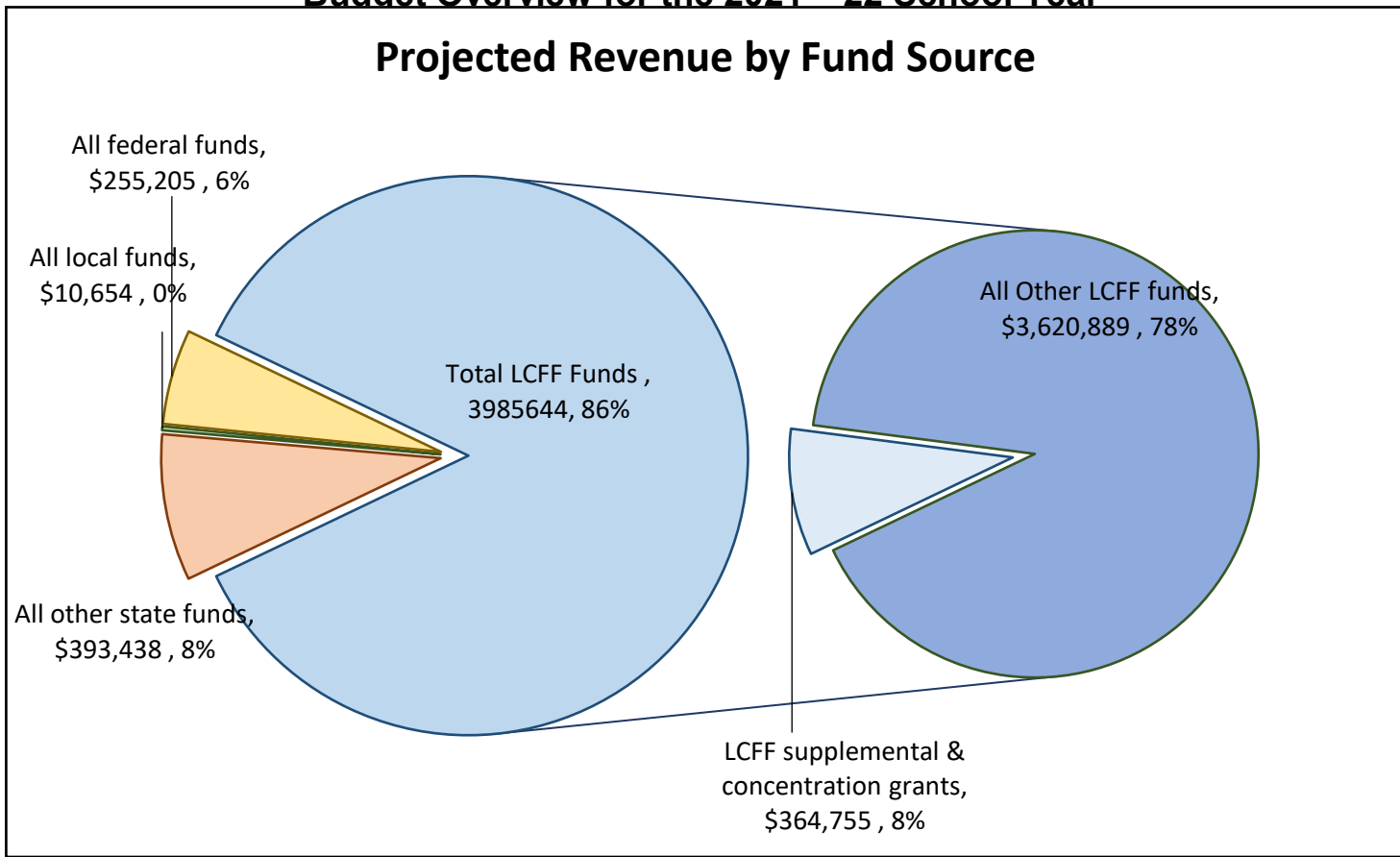
School Year: 2021 – 22

LEA contact information: Julie Haycock

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2021 – 22 School Year

Projected Revenue by Fund Source

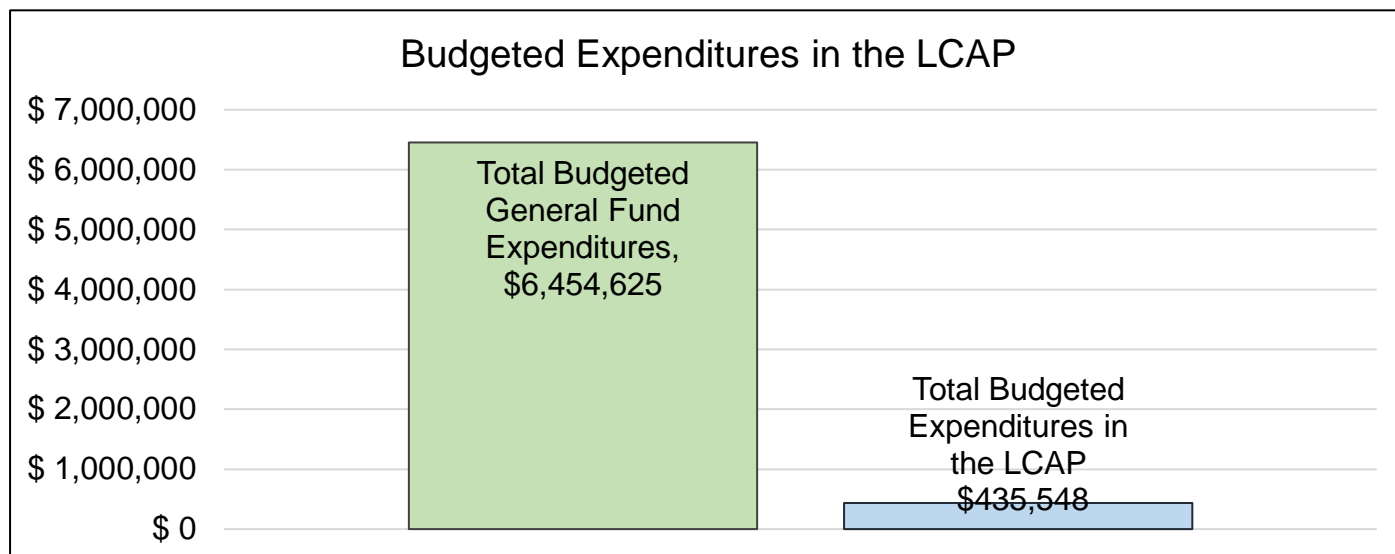


This chart shows the total general purpose revenue Lake View expects to receive in the coming year from all sources.

The total revenue projected for Lake View is \$4,644,941.00, of which \$3,985,644.00 is Local Control Funding Formula (LCFF), \$393,438.00 is other state funds, \$10,654.00 is local funds, and \$255,205.00 is federal funds. Of the \$3,985,644.00 in LCFF Funds, \$364,755.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Lake View plans to spend for 2021 – 22. It shows how much of the total is tied to planned actions and services in the LCAP.

Lake View plans to spend \$6,454,625.00 for the 2021 – 22 school year. Of that amount, \$435,548.00 is tied to actions/services in the LCAP and \$6,019,077.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

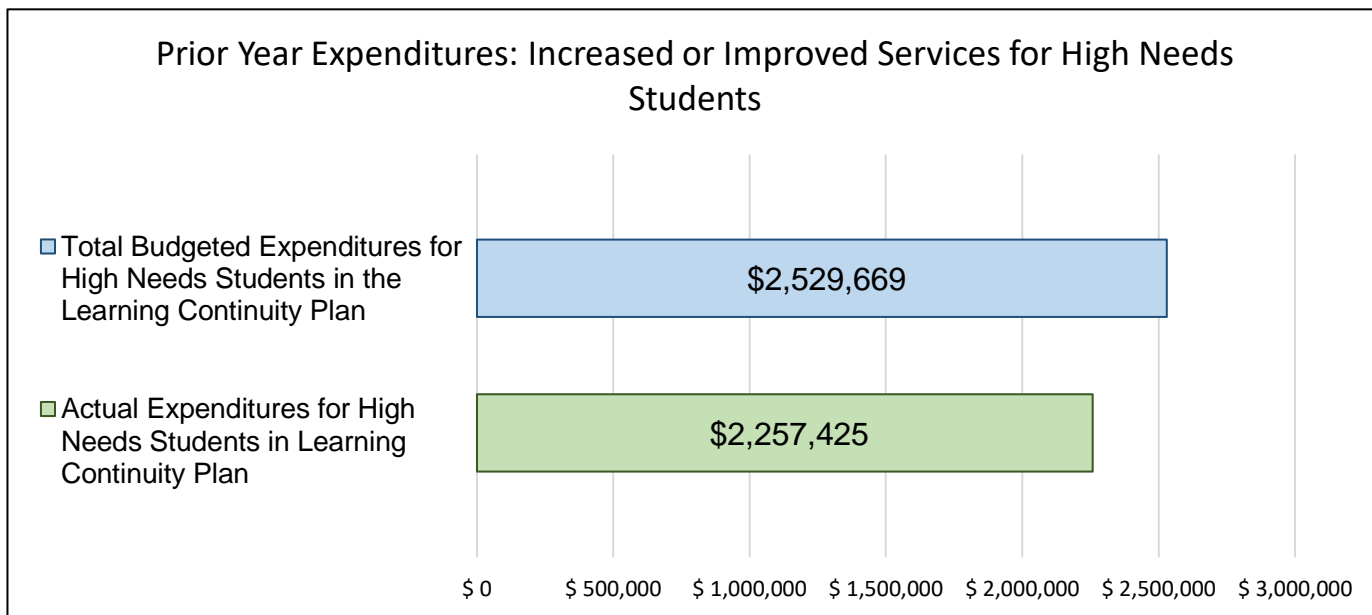
The budgeted expenditures not included in the LCAP will be used for the following: general operating and basic services; all certificated and classified salaries, operational costs such as rent, utilities, and maintenance, and student discretionary budgets for materials/supplies and enrichment classes instructional materials, textbooks, and consumables for teachers and students; all contracted services and other operational costs associated to maintaining the basic functioning of Lake View Charter School and all Federal Title programs (Title I, II, III and IV.)

Increased or Improved Services for High Needs Students in the LCAP for the 2021 – 22 School Year

In 2021 – 22, Lake View is projecting it will receive \$364,755.00 based on the enrollment of foster youth, English learner, and low-income students. Lake View must describe how it intends to increase or improve services for high needs students in the LCAP. Lake View plans to spend \$435,548.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2020 – 21



This chart compares what Lake View budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Lake View estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020 – 21, Lake View's Learning Continuity Plan budgeted \$2,529,669.00 for planned actions to increase or improve services for high needs students. Lake View actually spent \$2,257,425.00 for actions to increase or improve services for high needs students in 2020 – 21. The difference between the budgeted and actual expenditures of \$272,244.00 had the following impact on Lake View's ability to increase or improve services for high needs students:

Due to unforeseen circumstances with the COVID-19 pandemic the total budgeted expenditures for the to increase or improve services for high need students was not all utilized. Given the state with the COVID-19 Pandemics, fortunately there was a wealth of free programs and offerings to support our unduplicated students. There was not an impact to our unduplicated students due the ability to provide free resources, virtual meetings with teachers, and the utilization of enrichment virtual opportunities to keep our students connected to support mental health.

Coversheet

Student Freedom of Speech and Expression Policy

Section: IV. Academic Excellence
Item: C. Student Freedom of Speech and Expression Policy
Purpose: Vote
Submitted by:
Related Material: Student Freedom of Speech and Expression Policy_-_Lake_View.pdf

BACKGROUND:

The purpose of approving this Student Freedom of Speech and Expression Policy is to accomplish the following:

1. Outline Freedom of Expression Procedures by Means
2. Distribution of Procedures Governing Student Rights
3. Appeals

RECOMMENDATION:

Recommended for Board approval.



Student Freedom of Speech and Expression Policy

Students attending the Lake View Charter School have the right to exercise free expression including, but not limited to the use of bulletin boards, distribution of printed materials or petitions, wearing buttons, badges and other insignia and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. The Governing Board (“Board”) respects students’ rights to express ideas and opinions, take stands and support causes, whether controversial or not, through their speech, their writing, their clothing, and the printed materials they choose to post or distribute.

Student liberties of expression shall be limited only as allowed by law in order to maintain an orderly school environment and to protect the rights, health and safety of all members of the School community.

Students will not be disciplined solely on the basis of speech or other communication that would be constitutionally protected when engaged in outside of school, but may be disciplined for harassments, threats, or intimidation unless constitutionally protected. Education Code § 48950.

The purpose of the Lake View Charter School Governing Board approving this Student Freedom of Speech and Expression Policy is to accomplish the following:

1. Outline Freedom of Expression Procedures by Means
2. Distribution of Procedures Governing Student Rights
3. Appeals

1. Freedom of Expression Procedures:

Circulation of Petitions and Other Printed Matter

Students shall be allowed to distribute petitions and other printed matter subject to these procedures.

The time of distribution shall be limited to the half hour before school begins, during the lunch period, and the half hour after school is dismissed.

The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions. Materials are not to be left undistributed or stacked for pick-up while unattended at any place in the School or on School grounds.

Buttons, Badges and Other Insignia of Symbolic Expression

Students will be permitted to wear buttons, badges, armbands, and other insignia as a form of expression.

Students will be subject to disciplinary action when expressive activities such as the distribution of materials, wearing of buttons or displays, or posting of notices or other materials:

1. Are obscene, libelous or slanderous;
2. Incite students so as to create a clear and present danger of the imminent commission of unlawful acts on school premises or of the violation of lawful School regulations or of the substantial disruption of the orderly operation of the School;
3. Express or advocate racial, ethnic or religious prejudice so as to create a clear and present danger of imminent commission of unlawful acts on School premises or of the violation of lawful School regulations or of the substantial disruption of the orderly operation of the School;
4. Are distributed in violation of the time, place and manner requirements;
5. Are in violation of current federal, state and local laws.

Unofficial School Publications

School officials may not ban the distribution of non-School-sponsored publications on School grounds. Writers and editors of unofficial student publications who violate any state or federal law may be disciplined after distribution. Students distributing or posting any materials that are obscene, libelous or slanderous, or which demonstrably incite students to commit unlawful acts on School premises, violate School rules, or substantially disrupt the School's orderly operation will be subject to disciplinary action.

The following points apply to unofficial student publications:

1. The School and its employees may disassociate themselves from the material printed inasmuch as it is not an official publication of the School.
2. School officials may reasonably regulate the time, place and manner of distribution. This distribution will be limited to:
 - a. One half hour before school begins, during the lunch period, or the half hour after dismissal.
 - b. In locations that do not obstruct the normal flow of traffic within the School or at entrances.
 - c. Without undue noise.
3. No student shall use coercion to induce students or any other persons to accept printed matter or to sign petitions.
4. "Distribution" means dissemination of a publication to students at a time and place of normal School activity, or immediately prior to or subsequent thereto, by means of

handing out free copies, selling or offering copies for sale, accepting donations for copies of the publication, or displaying the student publication in areas of the School which are generally frequented by students.

School officials cannot:

1. Prohibit the distribution of anonymous literature or require that literature bear the name of the sponsoring organization or author.
2. Ban the distribution of literature because it contains advertising.
3. Create regulations that discriminate against non-School-sponsored publications or interfere with the effective distribution of non-sponsored publications provided such publications abide by time, place and manner regulations.

Official School Publications

Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial and feature content of their publications subject to the limitations identified above. It shall be the responsibility of a journalism advisor(s) of pupil publications within the School to supervise the production of the pupil staff, to maintain professional standards of English and journalism and to maintain the provisions provided in the Education Code relating to student expression.

Other Forms of Student Expression

Forms of student expression may include, but are not limited to speech, debate, assemblies, posters, bulletin board announcements, and the wearing of buttons, badges and armbands. In general, the laws pertaining to all forms of student expression are the same. The rights of students to express their opinions are recognized by law and are not limited to verbal expression. The basic guidelines listed above for publications apply to all forms of student expression. No teacher or administrator shall interfere with such expression on the grounds that the message may be unpopular with students or faculty.

In conforming to state and federal laws, student expression must obey copyright laws; for example, student posters cannot use nationally registered and copyrighted characters such as those from Walt Disney or "Peanuts" publications.

2. Distribution of Procedures Governing Student Rights:

Site administrators will distribute copies of this Administrative Procedure to all teachers who are advisors of students who produce publications or present public performances. It is the responsibility of the School and site administrators to see that these guidelines are kept up-to-date and accurate.

3. Appeals:

The pupil and a School staff member shall attempt to resolve the problem before consulting the administrative staff. If the issue cannot be resolved between the staff member and the pupil, the pupil may appeal the decision to the site administrator, and then to the Charter School Executive Director or designee. As a final step, the pupil may

Lake View Charter School - Regular Scheduled Board Meeting - Agenda - Monday June 14, 2021 at 4:30 PM
follow the School's complaint procedures as outlined in the Student/Parent Handbook.

Coversheet

Sexual Health and HIV Prevention Policy

Section: IV. Academic Excellence
Item: D. Sexual Health and HIV Prevention Policy
Purpose: Vote
Submitted by:
Related Material: Sexual Health and HIV Prevention Policy_-_Lake_View.pdf

BACKGROUND:

The California Healthy Youth Act (California *Education Code (EC)* sections 51930–51939) integrates the instruction of comprehensive sexual health education and HIV prevention education. This Sexual Health and HIV Prevention Policy includes:

- Parent Rights
- To Whom Comprehensive Sexual Health and HIV Prevention Offered
- Affirmative Consent Defined
- School Communication with Parents
- Parental Consent
- No Penalty to Student for Opting Out

RECOMMENDATION:

Recommended for Board approval.



Sexual Health and HIV Prevention Policy

The Lake View Charter School Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's 51939, educational program shall address the goals of the California Healthy Youth Act pursuant to Education Code 51930-including providing students with the knowledge and skills necessary to protect them from risks presented by sexually transmitted infections, unintended pregnancy, sexual harassment, sexual assault, sexual abuse, and human trafficking and to have healthy, positive, and safe relationships and behaviors. The charter's educational program shall also promote students' understanding of sexuality as a normal part of human development and their development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family.

1. Parent Rights
2. To Whom Comprehensive Sexual Health and HIV Prevention Offered
3. Affirmative Consent Defined
4. School Communication with Parents
5. Parental Consent
6. No Penalty to Student for Opting Out

1. Parents Rights:

The Charter School shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

2. To Whom Comprehensive Sexual Health and HIV Prevention Offered:

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12 at least once in junior high or middle school and at least once in high school. (Education Code 51934)

3. Affirmative Consent Defined:

The Charter School's comprehensive sexual health education program shall include information on the affirmative consent standard. Affirmative consent is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

4. School Communication with Parents:

The Executive Director or designee shall identify appropriate methods for informing the school community about subjects related to the district's comprehensive sexual health and

HIV prevention education. The Executive Director or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

5. Parental Consent:

At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

6. No Penalty to Student for Opting Out:

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Coversheet

Parent and Family Involvement Policy

Section: IV. Academic Excellence
Item: E. Parent and Family Involvement Policy
Purpose: Vote
Submitted by:
Related Material: Parent and Family Involvement Policy_-_Lake View.pdf

BACKGROUND:

Title I, Part A, of the Elementary and Secondary Education Act (ESEA), requires that local educational agencies (LEAs), conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children (ESSA Section 1116[a][1]).

RECOMMENDATION:

Recommended for Board approval.



Parent and Family Involvement Policy

Research has shown that the attitudes, behavior and achievement of children are enhanced when parents or other caregivers are involved in their children's education. To that end, Lake View Charter School "LVCS" has adopted this parent and family involvement policy in order to promote learning and provide a more positive learning experience for the students of its schools. This policy has also been incorporated into the LVCS's plan developed pursuant to federal law, and submitted to the California Department of Education with the LVCS's Consolidated Application.

1. Involvement in Drafting the LVCS Plan
2. Coordination, Technical Assistance, and Other Support
3. Annual Meeting
4. Notice
5. Title I, Part A Program Involvement
6. Building Capacity for Involvement
7. Coordination with Other Programs
8. Annual Evaluation
9. School-Parent Compact
10. Involvement of Parents of English Learner Students, Disabled Parents and Parents of Migratory Children
11. Notices
12. Miscellaneous

1. **Involvement in Drafting the LVCS Plan:** Parents and family members of participating children will be involved in the development of the LVCS plan required by federal law. LVCS will identify multiple ways for our parents to be involved in our school activities. LVCS strives to conduct ongoing communication and collaboration amongst parents, teachers, and other staff members regarding best practices and opportunities to ensure that our students' success and progress are being monitored and reported.

The Parent and Family Involvement Policy shall be an addendum component to be added to the Local Control Accountability Plan (LCAP) with promotes a meaningful partnership between the school, home, and community. Parents will be involved in the development of the Parent and Family Involvement Policy. LVCS will seek parent representatives for the Parent Advisory Committee annually. The ELAC Coordinator(s) and the Parent Advisory Committee (PAC) will meet during regularly scheduled meetings throughout the year. All parents are encouraged to attend both the PAC meetings. A school-wide survey will be sent to our families the plan will be accessible to all families. Within the survey results, feedback and recommendations from parents will be discussed at meeting. On an annual basis, the LVCS will submit the LVCS plan to the Parent Council for review and suggested changes before the plan is submitted to the California Department of Education ("CDE")

with the Consolidated Application. In addition, all parents of participating children will annually be invited to review the LVCS plan and submit comments.

If the LVCS plan is not satisfactory to the parents of participating children, the LVCS will submit any comments from parents of participating children with the LVCS plan when it is submitted to the CDE.

2. **Coordination, Technical Assistance, and Other Support:** LVCS will provide the coordination, technical assistance and other support necessary to assist in planning and implementing effective parent and family engagement activities to improve student academic achievement and school performance in the following ways.
 - LVCS will distribute 95% of the funds reserved pursuant to federal law (20 U.S.C. §6318(a)(3)(A)) to the school for parent involvement activities.
 - LVCS will develop the necessary technical assistance for planning and implementing effective parent involvement activities to improve student academic achievement and school performance.

3. **Annual Meeting:** Within 60 days of the first day of school, the School shall convene an annual meeting to which all parents of children participating in Title I, Part A programs are invited and encouraged to attend. The School will hold a minimum of 2 additional meetings to ensure the maximum parental participation, providing the same information, to be offered at flexible times, such as in the morning or evening. The information provided at the meetings will inform parents of the School's receipt of Title I, Part A funds and the specific requirements of Title I, Part A. Additionally, parents shall be informed of their rights to be involved in Title I, Part A programs.

4. **Notice:** Within 30 days of the beginning of school, the School will send including, but not limited to communication via e-mail, school website, social media, English Language Advisory Committee, and/or placed in a Back to School communication to parents of participating children and to the School which will contain, but not be limited to, the following information:
 - LVCS 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 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.
 - LVCS will support efforts to reduce the overuse of discipline practices that remove students from educational opportunities, which may be identifying and supporting high rates of discipline, disaggregated by each of the student groups.
 - LVCS 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.

- Parents rights for participation in Title I, Part A programs will receive communication at the annual meeting regarding participation. The participation component will also be provided in the annual notice, as well. Parents will be involved in joint planning of the school's programs. The school will continue to seek an adequate representation of parents of participating children.
- Meetings may be held virtually or in-person
- Parents are encouraged to participate in family engagement opportunities throughout the year. Engagement opportunities such as ELAC, Multi-Cultural workshops, Enrichment opportunities. Other examples could be Science Fair, Book Clubs, etc.
- During the PAC meetings, opportunities to communicate regarding the LVCS LCAP and Federal Addendum will occur to discuss how both state and federal funds are improving academic quality by the implementation of standards. A continued focus on providing effective instructional strategies and a data-driven assessment wheel to monitor student's academic progress.
- LVCS will use forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards;
 - LVCS will utilize a benchmark diagnostic and for grades 3-12 an interim assessment. For students that qualify, the school will utilize data from the ELPAC to assist in monitoring.
 - LVCS allocates student funds for curriculum to meet the California State Standards. Teachers will work with families to ensure that the curriculum is the best fit to meet the educational needs of the student.
- An invitation to attend the annual meeting and additional meetings, providing information about the purpose of the meetings and the dates and times.
- A copy of the most current Parent and Family Involvement Policy and a feedback form for parents to comment on its content.
- In addition to mailing this notice to parents of participating children, the School will post the information on its website.

5. Title I, Part A Program Involvement: In order to involve parents in an organized, ongoing and timely way in the planning, review and improvement of Title I, Part A programs, the parent involvement policy and, the School will involve parents of participating students as follows:

- The School will conduct at least 4 Family Learning Events each year where all parents of participating children will be invited to the School to learn about the different Title I, Part A programs, details of this policy These meetings will be held at flexible times during the day.
- The School will publish a notification of upcoming participation opportunities.
- If requested by parents of participating children, the School will schedule regular meetings where parents are able to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children. The School will respond to such suggestions within one to two weeks.
- If the schoolwide program plan is not satisfactory to parents of participating children, the School will submit any parent comments on the plan when it submits the plan to the LVCS

6. Building Capacity for Involvement:

A. Standards, Assessments, Title I Requirements, Monitoring Progress and Improving Student Achievement

In order to ensure effective parental involvement and support a partnership among LVCS, parents and the community to improve student academic achievement, LVCS will provide the following programs to assist parents in understanding the challenging State academic standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children (collectively referred to "Standards and Requirements"):

- Parents will be invited to parent education events to learn about State and local academic assessments and to view sample tests.
- Parents will be invited to attend family engagement events to cover a broad course of study.
- Parents will partner with their teacher to ensure that the work assigned for the learning Period is aligned with state standards.
- Parents will have access to resources to inform them of the high expectations and standards required at their child's grade level.
- Parents will have access to parent training on educational modalities, curriculum, teaching strategies, software and access to the parent portal for up-to-date information.
- Parents will be provided with materials to improve student achievement.
- The school shall educate teachers, school staff and school leaders, with the assistance of parents, in the value and utility of contributions of parents, and how to work alongside parents to implement parent programs.
- The school will provide such other reasonable support for parental involvement activities as parents may request (20 USC 6318 (e)(14))

B. Helping Parents to Work with their Children

In an effort to increase foster parental involvement, LVCS will provide materials and training to help parents to work with their children to improve their children's achievement through the following programs.

- LVCS will provide parents with access to literacy programs that bond families around reading and using the public library.
- The school's psychologist will work with parents to better understand their children and the issues facing them.
- LVCS will collaborate with parents how to provide academic support to meet academic needs.

C. Education on Parent Involvement

LVCS will annually educate teachers, pupil services personnel, administration, leadership team and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the School. The training shall take place each year in staff orientations, annual staff development materials, monthly staff professional learning communities and other in-service trainings held throughout the school year.

- In order to better understand what works best for the current parents of participating children attending LVCS, the education will take place after the following research is done (which shall be accomplished within the first 90 days of the school year.)

7. Coordination with Other Programs: LVCS shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other federal, state and local programs. LVCS will coordinate and integrate parent involvement programs and activities with these programs as follows:

- Requiring that the school conduct meetings involving parents with students in all grade levels, to discuss the developmental and other needs of individual children

8. Annual Evaluation: LVCS, with the involvement of parents, shall conduct an annual evaluation of the content and effectiveness of this family involvement policy in improving the academic quality of the schools served under Title I, Part A, including identifying barriers to greater participation by parents in activities under federal law. LVCS will pay particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. LVCS will use the findings of such evaluation to design strategies for more effective parental involvement and to revise, if necessary, this family involvement policy. The Parent Involvement Policy Evaluation will take place with an end of the year survey, and also within meetings throughout the year.

9. School-Parent Compact: At the beginning of each school year, the School will enter in to School-Parent Compacts with parents of participating children. The School-Parent Compact will outline how parents, the entire school staff and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the State's high standards. The Parent Council will annually evaluate the effectiveness of the School-Parent Compact and provide feedback and suggestions for revision. During learning period meetings, teachers will collaborate with parents on an ongoing discussion with student's academic progress. The teachers will ensure regular two-way, meaningful communication occurs between the teacher and the school. To the extent practicable, in a language that family members can understand.

10. Involvement of Parents of English Learners, Disabled Parents and Parents of Migratory Children: LVCS shall implement an effective means of outreach to parents and family members of limited English proficient students to inform them regarding how they can be involved in the education of their children, and be active participants in assisting their children to attain English proficiency, achieve at high levels in core academic subjects and meet challenging State academic achievement standards and State academic content standards expected of all students. To accomplish this goal, LVCS will do the following:

- LVCS will hold regular meetings, and send notice of these meetings, for the purpose of formulating and responding to recommendations from parents of participating children.
- LVCS will provide language translators at parent meetings to the extent practicable.
- LVCS will schedule meetings to enable families to share information about culture, background, children's talents and particular needs for the schools.

LVCS will provide full opportunities for participation of parents with disabilities and parents of migratory children. To accomplish this goal, the LVCS will do the following: provide opportunities for the groups to participate by sharing experiences, providing input, and share needs through surveys. Connecting the parents with others who share similar experiences will provide opportunities for reflection and education.

11. Notices: In accordance with federal law, LVCS will provide the following notices to parents of children attending Title I, Part A schools:

- Annual report card
- A notice regarding the parent's right to request information regarding the following:
 - Professional qualifications of the student's homeschool teachers;
 - The level of achievement and academic growth of the student, if applicable and available, on each of the State academic assessments and timely notice that the student has been assigned, or has been taught for 4 or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.
 - Information regarding any State or LVCS policy regarding student participation in any assessments mandated by federal law and by the State and LVCS, which shall include a policy, procedure or parental right to opt the child out of such assessment, where applicable.
- The notice regarding language instruction programs.
- Any other notices required by law.

12. Miscellaneous:

LVCS shall ensure that all information related to LVCS and parent programs, meetings and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand.

LVCS will provide other reasonable support for parental involvement activities as requested by parents.

Coversheet

Homeless Education Policy Review

Section: IV. Academic Excellence
Item: F. Homeless Education Policy Review
Purpose: Discuss
Submitted by:

BACKGROUND:

Staff have conducted an annual review. There are no updates at this time.

Coversheet

Special Education Local Plan Area (SELPA)

Section: IV. Academic Excellence
Item: G. Special Education Local Plan Area (SELPA)
Purpose: Vote
Submitted by:
Related Material: Final NPS-A Master Contract 21-22 SELPA for LVCS.pdf

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-22

ISA updated January 2018

TABLE OF CONTENTS

GENERAL PROVISIONS

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	4
7. DEFINITIONS	5
8. NOTICES	7
9. MAINTENANCE OF RECORDS	7
10. SEVERABILITY CLAUSE	8
11. SUCCESSORS IN INTEREST	8
12. VENUE AND GOVERNING LAW	8
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	8
14. TERMINATION	8
15. INSURANCE	9
16. INDEMNIFICATION AND HOLD HARMLESS	12
17. INDEPENDENT CONTRACTOR	12
18. SUBCONTRACTING	13
19. CONFLICTS OF INTEREST	13
20. NON-DISCRIMINATION	14

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	14
22. GENERAL PROGRAM OF INSTRUCTION	15
23. INSTRUCTIONAL MINUTES	16
24. CLASS SIZE	17
25. CALENDARS	17
26. DATA REPORTING	18
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	18
28. STATEWIDE EXAMINATION	18
29. LEA MEETINGS AND TRAININGS	19
30. POSITIVE BEHAVIOR INTERVENTIONS	19
31. STUDENT DISCIPLINE	21
32. IEP TEAM MEETINGS	21
33. SURROGATE PARENTS	22
34. DUE PROCESS PROCEEDINGS	23
35. COMPLAINT PROCEDURES	23
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	23
37. TRANSCRIPTS	24
38. LEA STUDENT CHANGE OF RESIDENCE	24
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	24
40. PARENT ACCESS	24
41. SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT	25
42. LICENSED CHILDREN’S INSTITUTIONS AND RESIDENTIONAL TREATMENT CENTER’S CONTRACTORS	25
43. STATE MEAL PROGRAM MANDATE	26

44. MONITORING 26

PERSONNEL

45. PERSONNEL 27
 46. CLEARANCE REQUIREMENTS 28
 47. STAFF QUALIFICATIONS 28
 48. VERIFICATION OF LICENSES, CREDENTIALS AND
 OTHER DOCUMENTS 29
 49. STAFF ABSENCE 30

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY
 MANDATES 30
 51. TRAVEL 31
 52. FACILITIES AND FACILITIES MODIFICATION 31
 53. ADMINISTRATION OF MEDICATION 31
 54. INCIDENT/ACCIDENT REPORTING 32
 55. CHILD ABUSE REPORTING 32
 56. SEXUAL HARASSMENT 32
 57. REPORTING OF MISSING CHILDREN 32

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING,
 ATTENDANCE REPORTING AND BILLING PROCEDURES 33
 59. RIGHT TO WITHHOLD PAYMENT 34
 60. PAYMENT FROM OUTSIDE AGENCIES 35
 61. PAYMENT FOR ABSENCES 35
 62. INSPECTION AND AUDIT 36
 63. RATE SCHEDULE 37
 64. DEBARMENT CERTIFICATION 38

2021-2022

CONTRACT NUMBER:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

(Hereinafter referred to as “CONTRACTOR”)

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Agreement”) is entered into this _____ day of _____, 20_ , between the _____ (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area) , county of _____ hereinafter referred to as the local educational agency ("LEA") 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 an Individual Services Agreement (hereinafter referred to as “ISA”) to CONTRACTOR within 30 days. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (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 data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, or by written direction of the LEA, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent evidencing the parent’s agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. **CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE certification and as defined in California Education, Code sections 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 nonpublic school/agency 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 may be terminated 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 the capacity as stated on CONTRACTOR’s CDE certification.

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 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.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR’s certification, failure to notify the LEA in writing promptly, not more than 45 days 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 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 NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a

policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract is not renegotiated by June 30th, 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.

Both parties agree to negotiate in good faith the basic education rates that the LEA will pay the CONTRACTOR during the term of each Master Contract. The Greater Los Angeles Area SELPAs Nonpublic School Rate Consideration Process for the 2015-2016 School Year, with appropriately modified similar deadlines, will establish the preliminary steps of rate negotiation. When a final rate agreement is formally executed, the new rates will be retroactive to the start of the applicable Master Contract and paid upon receipt of properly submitted billing for the retroactive difference.

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 (EC56366.4).

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

This Master Contract includes each Individual Services Agreement ("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.

If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance with agreed upon rates, the new contract rates will not take effect until the newly executed Master Contract is received by LEA.

If CONTRACTOR fails to execute the new Master Contract within such 90-day period, all payments for services performed after the 90-day period 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 and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

6. **INDIVIDUAL SERVICES AGREEMENT (“ISA”)**

This Agreement shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366 (a)(2)(A). When an ISA is effective beyond this contract’s expiration, and a new concurrent Master Contract is in effect, the rates on the new master contract apply to that ISA. In the event that this Master Contract expires or terminates, CONTRACTOR and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student’s IEP by written agreement between the parent and LEA. At any time during the term of this Master Contract, a LEA student’s parent, CONTRACTOR, or LEA may request a review of a LEA student’s IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student’s IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA’s ISA and student’s IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

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 placement is deemed lawful and appropriate by LEA or OAH. 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 Los Angeles County Superintendent of Schools 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 the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.
- b. The term “authorized LEA representative” means a LEA special education administrator or designee.
- 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 (“CTC”) temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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(j).
- 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 (y)).

- e. The term “license” means a valid nonexpired 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(r).

- f. The term “Parent” means
 - 1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
 - 2. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
 - 3. 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;
 - 4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
 - 5. 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).
 - 6. Parent does not include the state or any political subdivision of government or the nonpublic school or agency 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 LEA 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.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

INSERT LEA CONTACT
LEA
ADDRESS
TELEPHONE
EMAIL

Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records as required by state and federal laws and regulations. CONTRACTOR and LEA agree that neither party is a “covered entity” or maintains “protected health information” as defined by the Health Insurance Portability and Accountability Act (“HIPPA”). Rather, CONTRACTOR and LEA acknowledge that the student educational records maintained by the parties are governed by the Family Educational Rights and Privacy Act (“FERPA”). 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: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal 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 used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as “aide”), behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records; 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 nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. 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 LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, BERs, incident reports, notification of injuries, and all other relevant reports.

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 AND NO ASSIGNMENT

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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 Los Angeles County, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state or federal governmental agency. The party seeking modification or amendment shall provide 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 modifications or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

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 upon request 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 Agreement, the following insurance coverage from a California licensed, authorized 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 attorney's 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. The CONTRACTOR shall provide a Certificate of Insurance which lists the LEA as an additional insured and will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR'S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

PART I

- a. **Commercial General Liability Insurance**, which lists LEA as an additional insured, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$2,000,000 general aggregate
- \$2,000,000 products/ completed operations aggregate

- b. **Business Auto Liability Insurance**, which lists the LEA as an additional insured, for all owned, scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

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

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than \$5,000,000 per occurrence.

- c. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)

Part B - Employers Liability - \$1,000,000/\$1,000,000/\$1,000,000

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

- d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, which lists the LEA as an additional insured, with the following limits:

\$1,000,000 per occurrence

\$1,000,000 general aggregate

- e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits:**

\$3,000,000 per occurrence

\$3,000,000 general aggregate.

- f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and a complete copy of the insurance policy evidencing such coverage. The Commercial General Liability, Automobile Liability, E & O / Professional Liability, and the Sexual Molestation and Abuse Coverage policies shall name the LEA _____ (insert LEA) and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.
- g. 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.
- h. 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.
- i. 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.

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

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

- a. **Commercial General Liability** which lists the LEA as an additional insured and provides coverage of \$3,000,000 per Occurrence and 6,000,000 in the 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 shall be deemed primary despite any conflicting provisions in the RTC policy.
- b. The additional insured language required in Part II, Sections a, c, e, and f shall also contain language stating that the RTC shall provide the Certificate of Insurance which will contain no exclusions; and a copy of the insurance policy in its entirety which shall confirm the parties understanding that it is the intent of the parties that the insurance cover any and all obligations including liabilities or debts incurred by the LEA as a result of the RTC's negligence or intentional acts which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA Risk Management Services.
- c. **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.
- d. **Commercial Auto Liability** coverage, which lists the LEA as an additional insured, 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.
- e. **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 \$50,000 per occurrence, with no self-insured retention.
- f. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage, which lists the LEA as an additional insured, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- g. **Sexual Molestation and Abuse coverage**, which lists the LEA as an additional insured, 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 changes in insurance coverage obligations under this section are 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 Indemnitees”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees and costs) 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 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 Indemnitees). The duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the LEA. The duty to indemnify and defend shall any and all obligations including liabilities or debts incurred by the LEA as a result of the CONTRACTOR’S negligence which results in the LEA incurring any loss including but not limited to as a result of Education Code section 56383 or any civil action.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnitees”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees and costs) 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 Indemnitees).

LEA represents that it is insured/self-insured in compliance with the laws of the State of California, that the self-insurance/insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance/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 Agreement 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 Agreement 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.

18. **SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. 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 without limitation transportation) for any LEA 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 certificate 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. 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 and the LEA's Board of Education as an 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 sub-contractors 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 upon request to LEA 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 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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 LEA student when a recommendation for new or additional special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written

authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a 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 ongoing services provided by 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.

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**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student's IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent

health and safety regulations. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA 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 LEA 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 LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

22. **GENERAL PROGRAM OF INSTRUCTION**

All CONTRACTOR 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*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, 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 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 LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (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 appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general

program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of 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 issued by LEA to LEA students who have not successfully completed all of the LEA's graduation requirements.

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. 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 nonpublic school 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.

When CONTRACTOR is a nonpublic agency 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 be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. 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 LCI, all services not provided in the clinic/school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are 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. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

23. **INSTRUCTIONAL MINUTES**

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the weekly total number of instructional minutes, excluding breakfast, recess, lunch, and passing 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 LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

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

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-4 class size shall not exceed a ratio of one teacher per twelve (12) students. 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 to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 5-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

CONTRACTORS 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**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. CONTRACTOR will notify LEA of unanticipated changes in the school calendar, due to emergency school closures, within 24 hours and will send LEA, within ten days of the last emergency closure day, a revised school or service calendar with replacement dates to provide services within the current school year.

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, Dr. 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 LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. 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 IEP and 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 otherwise specified in the LEA student's IEP and ISA.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information, billing information, and discipline information (see Section 31) requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

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

CONTRACTOR and LEA shall follow applicable LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options 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 as well as goals and objectives as 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 recommendations to support the transition.

28. **STATEWIDE EXAMINATION**

When CONTRACTOR is a nonpublic school, per California Education Code 60640 et seq., CONTRACTOR shall administer all required 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. LEA must

provide CONTRACTOR with all test protocol materials, and test administration training, for CONTRACTOR's qualified staff necessary to help fulfill LEA assessment requirements.

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. **LEA MEETINGS AND TRAININGS**

CONTRACTOR shall attend LEA meetings for contracting nonpublic schools and/or agencies when applicable 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. When CONTRACTOR serves multiple LEAs, CONTRACTOR will inform other contracting LEAs after its completion of mandated instruction on federal or state requirements at a different LEA.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code Section 49005, et seq., 56521.1, and 56521.2 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges 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 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, including prohibited behavioral interventions, and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall ensure that all of its instructional staff are trained in crisis intervention, emergency procedures, and evidence-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. Training includes certification with a SELPA approved Crisis Prevention Intervention (“CPI”) or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (“BIP”), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary 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 BER 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 may require 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 BER form be completed and submitted to the LEA within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the BER, 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. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

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. (*Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.*)

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.

A nonpublic, nonsectarian school or agency shall notify the California Department of Education and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA 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 LEA 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 held by the LEA no later than the tenth (10th) day of suspension. LEA and CONTRACTOR shall notify and invite appropriate members to the IEP team meeting where the manifestation determination will be made.

CONTRACTOR will report discipline data (Education Code Sections 48900 and 48915) according to district requirements for reporting.

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 California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; 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)). Pursuant to California Education Code section 56345(b) (4), if an 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 LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA 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. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's **INSERT** special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 or ISA. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using **LEA INSERT** or such other software as is designated by the LEA.

33. **SURROGATE PARENTS, FOSTER YOUTH, AND HOMELESS YOUTH**

Pursuant to California Government Code section 7579.5, LEA and CONTRACTOR shall comply with state and federal laws and regulations regarding 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 Individual with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*.

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, is enrolled in a nonpublic school 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. **DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, 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.

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 LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 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 ("HIPPA"). 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. **LEA 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 written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s) quarterly.

CONTRACTOR shall gather data necessary to complete an evaluation of the LEA student's present levels of performance and progress towards IEP goals and objectives of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA high school student. CONTRACTOR provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive for evaluation of progress toward completion of diploma requirements.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify LEA of the LEA 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 LEA student's change of residence to a residence outside of LEA's service 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 LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall report electronically or in writing to the LEA within 5 business days when a 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 Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with 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.

41. **SERVICES, SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of their contracted services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public-school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

CONTRACTORS providing nonpublic agency 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 significant problems and/or concerns (e.g., law enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of this contract.

42. **LICENSED CHILDREN'S INSTITUTION ("LCI") AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "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 educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 44 below.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a RTC or LCI, CONTRACTOR shall provide to LEA on a quarterly basis, or upon request, a list of all LEA students, including those identified as eligible for special education. For identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement, grade level 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 a special education due process proceeding or a lawfully executed agreement between LEA and parent, or when the Contractor is directed in writing or email by the LEA to begin the provision of services prior to the receipt of a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA 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 and serves a student from this LEA shall be certified or licensed by that state to provide 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.).

43. STATE MEAL PROGRAM MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the mandates of the State Meal Program under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA or its designated SELPA shall conduct at least one onsite monitoring visit at CONTRACTOR's school campus during each school year that an LEA student is enrolled under the terms of this master contract. The monitoring visit shall include, but is not limited to, a review of services provided to LEA's students through ISAs between the LEA and the NPS, a review of students' progress toward the goals set in their individualized education program, a review of progress students are making toward the goals in their behavioral intervention plan (if applicable), an observation of LEA students 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 access by LEA without prior notice to its facilities for additional periodic monitoring of each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA 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.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA 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 and 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 Nonpublic School, 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 nonpublic school, CONTRACTOR shall collect all applicable data and prepare a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

PERSONNEL

45. PERSONNEL

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. **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 the California Department of Justice (hereinafter referred to as “CDOJ”) for CONTRACTOR’s employees, volunteers, subcontractors, related outside agency service provider’s staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR’s employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of Children’s Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA 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. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence, 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 upon request.

47. **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 disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, 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.* 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 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) 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 and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

48. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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. **INSERT** user accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in **INSERT** all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose **INSERT** user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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 during 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.

49. **STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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 upon request to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

HEALTH AND SAFETY MANDATES

50. **HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, and policies, regarding student and employee health and safety.

CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall ensure and provide upon request 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 an LEA student.

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA 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. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. **TRAVEL**

No student placed by this LEA may travel out of the country with the CONTRACTOR.

52. **FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA 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. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. When CONTRACTOR is a nonpublic school, 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

53. **ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA 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 LEA student to whom medication is administered. Such written log shall specify the LEA 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 LEA student's medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

55. CHILD ABUSE REPORTING

CONTRACTOR shall 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 sections 11165.7, AB 1432, 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. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

56. SEXUAL HARASSMENT

CONTRACTOR shall have an antiharassment and discrimination policy that clearly describes the kinds of conduct that constitutes sexual harassment as well as harassment or discrimination based upon race, color, religion, medical condition, disability, age, citizenship, or other class protected by 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 and other 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.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

FINANCIAL**58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and will be 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, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing 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 should initial payment claim submission or initial rebillings/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

59. **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 was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (d) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another LEA or confirms the change of residence to another LEA, but fails to notify LEA within five (5) days of such confirmation; or (g) 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 invoice that is not received by six 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 of 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).

60. **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 LEA 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 LEA students.

61. **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 as per LEA requirement upon request. 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 "Makeup" 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 LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. On an individual basis LEA may agree to partial payment to NPS CONTRACTOR when LEA has prior knowledge that student has excessive absences, as identified by the LEA, while CONTRACTOR continues to make a

program available; this agreement would be noted on the ISA. *Per Diem* rates for LEA 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, if agreed to by the IEP team and indicated on the IEP and ISA. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. 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 nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

62. 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, programs 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: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal 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 used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; 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 nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; and 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 reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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 overbilling 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 result of CONTRACTOR's overbilling 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.

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate **INSERT** session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY:

up to 180 days maximum/ESY up to 20 days maximum). Daily basic education rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily basic education rate will be mutually agreed upon and indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

64. **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.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July, 2021, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR,

LEA,

Nonpublic School/Agency

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name

Name and Title

Nonpublic School/Agency/Related Service Provider

LEA

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

Email

Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

**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: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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: _____

2) 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>	_____	_____

Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on _____ 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, 20__, 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: _____

(Last) (First) (M.I.)
Address _____ 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 EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS (A)** _____

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)							
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)							

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				
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)							
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							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D)
\$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic School/Agency)

(Name of School District)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Coversheet

Board Meeting Calendar for the 2021-2022 School Year

Section: VI. Governance
Item: A. Board Meeting Calendar for the 2021-2022 School Year
Purpose: Vote
Submitted by:
Related Material: LVCS 21-22 Board Calendars.pdf

BACKGROUND:

This is the final version of the Board Calendar for 2021-2022. Meetings primarily taking place in the 3rd week of the month with a few exceptions:

- July to accommodate Administrative Break
- December to provide First Interims to County by 12/15
- April to allow time to prepare for meeting after spring break
- June to reach authorizer's deadline for Local Control and Accountability Plan

RECOMMENDATION:

Recommended for Board approval.

2021-2022 Board Calendar



July 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Board Meeting Dates

July 21	Jan 19
Aug 18	Feb 16
Sept 15	Mar 16
Oct 20	Apr 27
Nov 17	May 18
Dec 8	June 8

Holidays

Sep 6	Labor Day
Nov 11	Veteran's Day
Nov 25	Thanksgiving Break
Dec 20 - Jan 3	Winter Break
Jan 17	Martin Luther King, Jr. Day
Feb 11	Lincoln Day
Feb 21	Washington Day
Apr 11-18	Spring Break
May 30	Memorial Day

Appendix- Important Due Dates

October	Unaudited Actuals
	11/1 Dashboard Indicators due to the State
December	Approval of Previous Years Audit
	12/15 First Interims due to County
January	2/1 SARC due to State
February	3/1 Comprehensive Safety Plan
March	3/15 Second Interims due to County
	3/31 Auditor Selection due to County
	4/1 Form 700s due to County Board of Supervisors
April	School Calendars
May	Public Hearing for LCAP
June	Adopted Budget
	Final Approval of LCAP
	Board Meeting Calendar

- Holidays
- Due Date (See Appendix)
- Board Meeting

Coversheet

Upcoming Compliance Items

Section: VI. Governance
Item: D. Upcoming Compliance Items
Purpose: FYI
Submitted by:
Related Material: Compliance Calendar June 2021.png

Due Date	Description	Completed By
Jun-25	Certification of the 2020-21 Second Principal Apportionment - The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The Second Principal Apportionment (P-2), certified by June 25, is based on the second period data that LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the fiscal year ending in June.	North School
Jun-30	Local Control and Accountability Plan - The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The components of the LCAP for the 2021-2022 LCAP year must be posted as one document assembled in the following order: LCFF Budget Overview for Parents Annual Update with instructions Plan Summary Stakeholder Engagement Goals and Actions Increased or Improved Services for Foster Youth, English Learners, and Low-income students Expenditure Tables Instructions The LCAP must be presented at the same public meeting as the budget, preceding the budget hearing. LCAP and budget adoption must be at least 1 day after the public hearing.	North School with Charter Impact support
Jun-30	LCAP Federal Addendum - 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.	North School
Jun-30	Submit Preliminary Budget Plan to Authorizer - Charter Schools are required to submit their annual budgets to their authorizer by the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations. The budget must be presented at the same public meeting as the LCAP, following the budget hearing. LCAP and budget adoption must be at least 1 day after the public hearing.	Charter Impact
Jun-30	Approve school calendar and instructional minutes - 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	North School with Charter Impact support
Jun-30	Review your Parental Involvement Policy - Every local educational agency (LEA) in California must have a parental involvement policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	North School
Jun-30	Review your Homeless Education Policy - A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	North School
Jun-30	Complete Consolidated Application reporting - Spring - The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in May, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program.	Charter Impact with North School support
Jun-30	Nonclassroom-Based Funding Determination - Charter schools with an existing funding determination ending in 2020/21 must request a funding determination on or before February 1. Education Code [EC] Section 47612.5 prohibits charter schools from receiving any funding for nonclassroom-based instruction unless the State Board of Education (SBE) determines its eligibility for funding. NOTE: This due date was extended. Per SB820, Section 75, a school is deemed to have met the spending and PTR requirements as long as the FDF form is completed and submitted by 6/30/21.	Charter Impact
Jul-01	Annual review of status of Statement of Information (Form SI-100) - Every California nonprofit must file a Statement of Information with the California Secretary of State, within 90 days of registering with the California Secretary of State, and every two years thereafter during a specific 6-month filing period based on the original registration date.	Charter Impact with North School support
Jul-07	CARES Act - 4th Quarter Expenditure Report - Reporting activity April 1, 2021 - June 30, 2021. The CARES Act includes multiple pots of federal funding to limit or defray the impact of COVID-19. The CARES Act Reporting application was created by the California Department of Education to gather required data for purposes of state and federal report on CARES Act and other COVID-19 related funds.	Charter Impact
Jul-15	Final Federal Expenditure and ERMHS Report (Special Education) - Financial reporting for year-end actuals are due for El Dorado Charter SELPA members.	Charter Impact
Jul-30	CALPADS EOY 1, 2, 3, and 4 - Course Completion, Program Eligibility/Participation, Homeless Students, Student discipline, Cumulative Enrollment, Student Absence Summary and SpED	North School
Jul-31	Federal Cash Management - Period 1 - The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact
Jul-31	Annual review of organization's Fiscal Policies - Board approved fiscal policies define the organization's financial operations and internal controls to ensure compliance with industry and government regulations. An annual review is recommended to ensure compliance with current procedures and annually updated regulations. If updates are necessary, revised policies may be documented and presented for Board approval.	Charter Impact with North School support

Coversheet

Conflict of Interest Policy

Section: VI. Governance
Item: E. Conflict of Interest Policy
Purpose: FYI
Submitted by:
Related Material: Lake View Revised Nonprofit Conflict of Interest Policy - V2.pdf

BACKGROUND:

This is a copy of the current Conflict of Interest Policy. No changes are expected for 2021-22. Governing Board members will sign new Conflict of Interest Code in July 2021.

Points of discussion:

- Gained material interest
- Influence as a board member

**REVISED NONPROFIT CONFLICT OF INTEREST POLICY
OF
LAKE VIEW CHARTER SCHOOL**

**Article I
Purpose**

Section 1.1. This Revised Nonprofit Conflict of Interest Policy (this “Policy”) has been adopted and approved by the Board of Directors of Lake View Charter School (the “Corporation”) for the purposes of (1) protecting the Corporation’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined hereinafter) or might result in a possible excess benefit transaction; and (2) establishing policies and procedures to be adhered to and implemented by the Corporation whenever it is contemplating entering into such transactions or arrangements, and whenever determining appropriate levels of compensation, direct and indirect, including benefits and perquisites for any Interested Person. The Corporation and each director, officer, member of a committee with Board-delegated powers, and key employee intends to comply with this Policy in such a manner so as to avoid any “excess benefit transaction” that would be subject to intermediate sanctions and excise taxes under section 4958 of the Internal Revenue Code of 1986, as amended (the “Code”). This Policy also is intended to supplement, but not replace, any applicable federal or state laws governing conflicts of interest applicable to nonprofit and charitable corporations, and the Corporation shall comply with the requirements of each such federal or state law in addition to the requirements of this Policy.

Section 1.2. The Corporation is a nonprofit corporation duly organized and existing under the laws of the state of California, which shall apply for a determination by the Internal Revenue Service that the Corporation is exempt from income tax under section 501(c)(3) of the Code, and as such is organized and operated exclusively for charitable, educational, and scientific purposes, not for pecuniary profit, and no part of the net earnings of the Corporation shall inure to the benefit of any person or non-exempt entity.

**Article II
Definitions**

Section 2.1. Interested Person

Any director, officer, member of a committee with Board-delegated powers, or key employee, as defined below, who has a direct or indirect financial interest, as defined below, is an interested person (“Interested Person”).

Section 2.2. Financial Interest

A person has a “financial interest” if the person has, directly or indirectly, through business, investment or family, any of the following:

- a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

“Compensation” includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial, benefits, perquisites, reimbursements for personal expenses, or entitlements relating to personal uses of property or service rights of the Corporation.

A financial interest is not necessarily a conflict of interest. Under Section 3.2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 2.3. Key Employee

A person is a “key employee” if he or she meets the three tests set forth for that term in the Glossary to the Instructions to Form 990 Return of Organization Exempt from Income Tax. Those tests generally provide that a key employee is an employee who has (i) reportable compensation from the Corporation and all related organizations, for the calendar year, in excess of \$150,000; (ii) responsibilities similar to officers and directors or manages a discrete segment of the Corporation that represents at least 10% of its activities, assets, income, expenses, or capital budget; and (iii) is one of the 20 employees with the highest reportable compensation from the organization and related organizations for the calendar year.

Article III Conflict Procedures

Section 3.1. Duty to Disclose

In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of his or her financial interest and all material facts to the Board of Directors of the Corporation (the “Board”) or to any special committees with Board-delegated powers (e.g., conflicts or compensation committees) considering the proposed transaction or arrangement.

Section 3.2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, he/she shall excuse himself/herself from the Board or committee meeting while the determination of whether a conflict of interest exists is discussed and voted upon. The remaining Board or committee members shall determine whether a conflict of interest exists.

Section 3.3. Procedures for Addressing the Conflict of Interest

a. An Interested Person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the possible conflict of interest.

b. The Board or the committee shall undertake, or appoint a disinterested person or committee to undertake, an appropriate due diligence investigation, including an

analysis of all material facts related to the possible conflict of interest, collection of data on comparable arrangements or transactions, and the development and investigation of alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and charitable, educational, and scientific purposes and whether the transaction is fair and reasonable to the Corporation, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determinations.

e. Compliance with California Corporations Code section 5233 regarding self-dealing transactions in applicable circumstances shall constitute compliance with the requirements of this policy.

Section 3.4. Violations of the Conflict of Interest Policy

a. If the Board or committee has reasonable cause to believe that a director, officer, or key employee has failed to disclose an actual or possible conflict of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

b. After hearing the response of such person and making such further investigation as may be warranted under the circumstances, if the Board or committee determines that the director, officer, or key employee is an Interested Person and has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action. Prompt corrective action must be required in order to avoid the second-tier penalty tax under section 4958 of the Code and other additional liability and must include full restitution to the Corporation.

Article IV Records of Proceedings

Section 4.1. The minutes of the Board and any special committee with Board-delegated powers shall contain the following:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Board or committee as to whether a conflict of interest exists.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Article V Compensation Procedures

Section 5.1. No Interested Person shall vote on any matter relating to his or her compensation, irrespective of whether said compensation is received directly or indirectly from the Corporation. No Interested Person, however, is prohibited from providing information to the Board or a committee regarding compensation, including factual data on comparable compensation for comparable services or the reasonableness of the proposed compensation.

Section 5.2. The Corporation shall endeavor to ensure that all compensation arrangements affecting Interested Persons are objectively reasonable, based on the relevant market for persons of comparable skills, training, education and experience and performing similar duties for comparable organizations under similar conditions and circumstances. The Corporation shall consider and give due weight to studies published by third parties regarding rates of compensation whenever and, to the extent that, such studies are reliable, comparable and available.

Article VI Annual Statements

Section 6.1. Each director, officer, member of a committee with Board-delegated powers, and key employee shall annually sign a statement which affirms that such person:

- a. has received a copy of this Policy of the Corporation,
- b. has read and understands this Policy,
- c. has agreed to comply with this Policy, and
- d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its stated charitable, educational, and scientific purposes and do not result in private inurement or unreasonable or excessive economic benefit to private individuals or entities.

Article VII Periodic Reviews

Section 7.1. To ensure that the Corporation operates in a manner consistent with its charitable, educational, and scientific purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation shall conduct periodic reviews of its compensation arrangements and any other transactions or arrangements that may provide a financial interest to any Interested Person. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements are reasonable, based on competent survey information, and the result of arms-length bargaining,
- b. Whether transactions of the Corporation result in private inurement or impermissible private benefit,

c. Whether transactions and arrangements with third parties conform to written policies, including this Policy, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable, educational, and scientific purposes, and do not result in private inurement, impermissible private benefit or in an excess benefit transaction, and

d. Whether the Corporation's expense reimbursement procedures are adequate in terms of required documentation, whether persons seeking reimbursement are complying with these procedures, and whether such expenses relate to furthering the Corporation's charitable, educational, and scientific purposes and do not result in private inurement or impermissible private benefit.

Article VIII Use of Outside Experts

Section 8.1. In determining whether a conflict of interest exists, determining compensation or conducting the periodic reviews required by this Policy, the Corporation may, but need not, use outside advisors and consultants. If outside experts are used, their use shall be documented, but shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted in accordance with this Policy.

Article IX California Government Code section 1090

Section 9.1. To the extent required by law, the Corporation shall comply with Article 4 (commencing with section 1090) of Chapter 1 of Division 4 of Title 1 of the California Government Code as applicable and with regard to its charter school operations.

Article X

Section 10.1. This policy shall supersede the prior conflict of interest policy adopted by the Corporation, but shall supplement any Conflict of Interest Code adopted by the Corporation in compliance with the Political Reform Act of 1974 (Title 9 (commencing with section 81000) of the California Government Code).

Adopted by the Board of Directors of Lake View Charter School , on August 26, 2020, effective immediately.

**AGREEMENT TO COMPLY
WITH
REVISED NONPROFIT CONFLICT OF INTEREST POLICY**

I, a director, officer, member of a committee with Board-delegated powers, or key employee, hereby state that I have received a copy of the Revised Nonprofit Conflict of Interest Policy of Lake View Charter School , have read it and understand it, and hereby agree to comply with this Policy. I understand that I will engage only in activities to further the charitable, educational, and scientific purposes of this Corporation, which will not result in private inurement, unreasonable private benefit, or acts of self-dealing.

Signature: _____

Print name: _____

Date: _____