



## Clarksville Charter School

### Regular Scheduled Board Meeting

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#### Date and Time

Thursday April 29, 2021 at 6:30 PM PDT

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Zoom Link: <https://zoom.us/j/99211506364>

Meeting ID: 992 1150 6364

Join by Phone: (669) 900-6833

The mission of Clarksville Charter School is to develop the individual gifts of students in El Dorado County and adjacent counties to become critical thinkers, responsible citizens and innovative leaders prepared for academic and real-life achievement in the 21st Century. The mission will be accomplished through quality, personalized, standards-based education which could include online coursework, offline textbook work, project-based learning, and unique hands-on and experiential learning experiences facilitated in partnership with students, parents, staff, and community.

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:30 PM</b>
<b>A.</b> Record Attendance			1 m
<b>B.</b> Call the Meeting to Order		Emily Allen	1 m
<b>C.</b> Approval of the Agenda (p. 1-3)	Vote	Emily Allen	1 m

	Purpose	Presenter	Time
<b>D.</b> Public Comments			2 m
<b>E.</b> Approve Minutes (p. 4-9)	Approve Minutes		1 m
<b>F.</b> Approve Minutes (p. 10-15)	Approve Minutes		1 m
Special Board Meeting			
<b>G.</b> Closed Session	Vote	Representative from Young, Minney, & Corr	20 m
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)			
<b>H.</b> Announcement of Any Action Taken in Closed Session		Emily Allen	5 m
<b>I.</b> Executive Director's Report (p. 16-33)		Jenell Sherman	10 m
<b>J.</b> Sequoia Grove Charter Alliance Update (p. 34-38)		Bob McGuire	5 m
<b>II. Finance</b>			<b>7:17 PM</b>
<b>A.</b> March Financials (p. 39-64)	Vote	Darlington Ahaiwe	10 m
<b>B.</b> 2019-2020 Annual Audit (p. 65-103)	Vote	Jenell Sherman	5 m
<b>C.</b> Acknowledgment Resolution for the Selling of Additional Receivables to Charter School Capital (p. 104-107)	Vote	Jenell Sherman	5 m
<b>D.</b> California Department of Education (CDE) Approved Federal Addendum (p. 108-129)	Vote	Jenell Sherman	5 m
<b>III. Operations</b>			<b>7:42 PM</b>

	Purpose	Presenter	Time
<b>A.</b> Discussion and Potential Action on the Resolution 2021-4: Spin-off of School Participant Accounts from the Inspire Plan (p. 130-133)	Vote	Royce Gough	10 m
<b>IV. Governance</b>			<b>7:52 PM</b>
<b>A.</b> Discussion and Potential Action on Board Terms (p. 134)	Vote	Darcy Belleza	10 m
<b>B.</b> Discussion and Potential Action on Board Meeting Calendar for the 2021-2022 School Year (p. 135)	Vote	Darcy Belleza	10 m
<b>C.</b> Executive Director Evaluation Update (p. 136)	FYI	Emily Allen	2 m
<b>V. Academic Excellence</b>			<b>8:14 PM</b>
<b>A.</b> English Learner Master Plan 2020-2021 (p. 134-165)	Vote	Stacy Close	10 m
<b>B.</b> Local Control and Accountability Plan (LCAP) Update (p. 166-196)	FYI	Darcy Belleza and Shannon Breckenridge	10 m
<b>C.</b> Child Abuse Prevention and Reporting Policy (p. 197-202)	Vote	Darcy Belleza	5 m
<b>D.</b> SELPA Master Contract (p. 203-244)	Vote	Dr. Amanda Johnson	5 m
<b>E.</b> Board Letter to Families Supporting STAR Assessment Participation (p. 245-247)	Vote	Jenell Sherman	5 m
<b>VI. Closing Items</b>			<b>8:49 PM</b>
<b>A.</b> Board of Director's Comments & Requests	Discuss		2 m
<b>B.</b> Announcement of Next Regular Scheduled Board Meeting May 27, 2021 at 6:30 p.m.	FYI	Emily Allen	1 m
<b>C.</b> Adjourn Meeting	Vote	Emily Allen	1 m

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# Coversheet

## Approve Minutes (p. 4-9)

**Section:** I. Opening Items  
**Item:** E. Approve Minutes (p. 4-9)  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Regular Scheduled Board Meeting on March 25, 2021

APPROVED



## Clarksville Charter School

### Minutes

#### Regular Scheduled Board Meeting

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#### Date and Time

Thursday March 25, 2021 at 6:30 PM

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Zoom Link: <https://zoom.us/j/99211506364>

Meeting ID: 992 1150 6364

Join by Phone: (669) 900-6833

The mission of Clarksville Charter School is to develop the individual gifts of students in El Dorado County and adjacent counties to become critical thinkers, responsible citizens and innovative leaders prepared for academic and real-life achievement in the 21st Century. The mission will be accomplished through quality, personalized, standards-based education which could include online coursework, offline textbook work, project-based learning, and unique hands-on and experiential learning experiences facilitated in partnership with students, parents, staff, and community.

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#### Directors Present

Emily Allen (remote), Kathleen Burwell-Callero (remote), Kelley Laliberte (remote), Keri Dalebout (remote), Lisa Jobe (remote)

#### Directors Absent

*None*

#### Guests Present

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Darcy Belleza (remote), Jenell Sherman (remote), Kathy Fagundo (remote)

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## I. Opening Items

### A. Record Attendance

### B. Call the Meeting to Order

Emily Allen called a meeting of the board of directors of Clarksville Charter School to order on Thursday Mar 25, 2021 at 6:33 PM.

### C. Approval of the Agenda (p. 1-3)

Kathleen Burwell-Callero made a motion to approve the agenda.

Lisa Jobe seconded the motion.

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

#### Roll Call

Kathleen Burwell-Callero	Aye
Emily Allen	Aye
Kelley Laliberte	Aye
Keri Dalebout	Aye
Lisa Jobe	Aye

### D. Public Comments

No public comments.

### E. Approve Minutes (p. 4-11)

Lisa Jobe made a motion to approve the minutes from Regular Scheduled Board Meeting on 02-25-21.

Kelley Laliberte seconded the motion.

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

#### Roll Call

Kathleen Burwell-Callero	Aye
Emily Allen	Aye
Kelley Laliberte	Aye
Keri Dalebout	Aye
Lisa Jobe	Aye

### F. Approve Minutes (p. 12-16)

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

Kathleen Burwell-Callero seconded the motion.

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

**Roll Call**

Kathleen Burwell-Callero Aye  
Keri Dalebout Aye  
Kelley Laliberte Aye  
Lisa Jobe Aye  
Emily Allen Aye

**G. Closed Session**

Lisa Jobe made a motion to move to closed session at 6:37pm.

Keri Dalebout seconded the motion.

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

**Roll Call**

Emily Allen Aye  
Kathleen Burwell-Callero Aye  
Lisa Jobe Aye  
Kelley Laliberte Aye  
Keri Dalebout Aye

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

Keri Dalebout made a motion to authorize Jenell Sherman to continue to work with Young, Minney & Corr on the current litigation in closed session.

Lisa Jobe seconded the motion.

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

**Roll Call**

Keri Dalebout Aye  
Emily Allen Aye  
Kathleen Burwell-Callero Aye  
Kelley Laliberte Aye  
Lisa Jobe Aye

Lisa Jobe made a motion to return to open session at 7:18pm.

Kelley Laliberte seconded the motion.

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

**Roll Call**

Lisa Jobe Aye  
Kelley Laliberte Aye  
Kathleen Burwell-Callero Aye  
Keri Dalebout Aye  
Emily Allen Aye

**I. Executive Director's Report (p. 17-32)**

Jenell Sherman presented the Executive Director's report.

## II. Finance

### A. February Financials (p. 33-55)

Keri Dalebout made a motion to approve the February Financials as presented.

Lisa Jobe seconded the motion.

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

#### Roll Call

Kelley Laliberte	Aye
Kathleen Burwell-Callero	Aye
Emily Allen	Aye
Keri Dalebout	Aye
Lisa Jobe	Aye

### B. Budget Considerations (p. 56-58)

Keri Dalebout made a motion to not release any rollover funds based on the budget considerations with the understanding that there should always be a process for families to request items above their planning amounts.

Kelley Laliberte seconded the motion.

Darlington Ahaiwe shared with the board that releasing the rollover funds would result in a negative fund balance for the year. Jenell Sherman shared with the board that they have looked at creative options for handling the issue. They looked at the impact on releasing a limited amount of funds. Another option is creating a system with a survey for a family to request access to funds.

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

#### Roll Call

Keri Dalebout	Aye
Emily Allen	Aye
Kelley Laliberte	Aye
Kathleen Burwell-Callero	Aye
Lisa Jobe	Aye

### C. Budget Meeting - Report Out

Emily Allen reported that she has been attending weekly budget meetings. Discussions include rollover funds, growth numbers, and student fund amounts. Emily noted that some of the coding of items may need to be adjusted. Emily feels confident in the work that has gone into the budget and that the 2021-2022 budget is solid.

### D. Growth Projections 2021-2022 (p. 59-60)

Lisa Jobe made a motion to approve the Growth Projections for 2021-2022.

Kathleen Burwell-Callero seconded the motion.

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

**Roll Call**

Kelley Laliberte	Aye
Emily Allen	Aye
Kathleen Burwell-Callero	Aye
Lisa Jobe	Aye
Keri Dalebout	Aye

**E. Discussion and Potential Action on the 2019-2020 Audit Report (p. 61)**

The board chose to table the discussion of the audit report and will schedule a special board meeting to discuss.

**III. Academic Excellence**

**A. Local Control and Accountability Plan (LCAP) & Timeline (p. 62-74)**

Darcy Belleza presented information on the Local Control and Accountability Plan (LCAP) & Timeline

**IV. Operations**

**A. School Pathways Bids (p. 75-77)**

Keri Dalebout made a motion to approve the School Pathways bid for 2021-2022.

Kelley Laliberte seconded the motion.

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

**Roll Call**

Keri Dalebout	Aye
Lisa Jobe	Aye
Kelley Laliberte	Aye
Emily Allen	Aye
Kathleen Burwell-Callero	Aye

**V. Closing Items**

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

Lisa Jobe mentioned that the slide templates for the Executive Director's Report and LCAP slides are very attractive and would like to know where to find the templates.

The Board expressed their appreciation for the amazing people working on all the great programs.

Emily Allen let the Board know that they will be doing the Executive Director evaluation. Emily requests that the document for evaluation be sent out to the board members. Each

member will fill out the document and the board will go over the documents together at the next board meeting..

Emily Allen would like all the board members to complete their Governance Academy training by the May Board Meeting.

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

The next regularly scheduled board meeting is April 29, 2021 at 6:30 pm.

**C. Adjourn Meeting**

Kathleen Burwell-Callero made a motion to adjourn the meeting at 9:19pm.

Lisa Jobe seconded the motion.

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

**Roll Call**

Kathleen Burwell-Callero	Aye
Keri Dalebout	Aye
Lisa Jobe	Aye
Kelley Laliberte	Aye
Emily Allen	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:19 PM.

Respectfully Submitted,  
Kathleen Burwell-Callero

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Prepared By  
Kathy Fagundo

Noted By

Board Secretary

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# Coversheet

## Approve Minutes (p. 10-15)

**Section:** I. Opening Items  
**Item:** F. Approve Minutes (p. 10-15)  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Special Board Meeting on April 13, 2021

APPROVED



## Clarksville Charter School

### Minutes

#### Special Board Meeting

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**Date and Time**

Tuesday April 13, 2021 at 6:00 PM

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Zoom Link: <https://zoom.us/j/96568347400>

Meeting ID: 965 6834 7400

Join by Phone: (669) 900-6833

#### Clarksville Mission Statement

Clarksville Charter School provides a flexible personalized learning experience, empowering families to tailor a program designed around the specific needs of each student. In collaboration with highly qualified credentialed teachers, students engage in diverse and dynamic learning pathways and unparalleled enrichment opportunities to achieve personal and academic success.

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**Directors Present**

Emily Allen (remote), Kathleen Burwell-Callero (remote), Keri Dalebout (remote), Lisa Jobe (remote)

**Directors Absent**

Kelley Laliberte

**Guests Present**

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

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## I. Opening Items

### A. Record Attendance

### B. Call the Meeting to Order

Emily Allen called a meeting of the board of directors of Clarksville Charter School to order on Tuesday Apr 13, 2021 at 6:03 PM.

### C. Approval of the Agenda

Lisa Jobe made a motion to approve the agenda.  
Kathleen Burwell-Callero seconded the motion.  
The board **VOTED** to approve the motion.

#### Roll Call

Keri Dalebout	Aye
Emily Allen	Aye
Kathleen Burwell-Callero	Aye
Lisa Jobe	Aye
Kelley Laliberte	Absent

### D. Public Comments

No public coments were made.

## II. Finance

### A. School Counselor Salary Schedule

Jenell Sherman explained that the salary schedule for High School Counselors was adjusted to 200 work days.  
Keri Dalebout made a motion to approve the updated School Counselor Salary Schedule.  
Lisa Jobe seconded the motion.  
The board **VOTED** to approve the motion.

#### Roll Call

Lisa Jobe	Aye
Kelley Laliberte	Absent
Kathleen Burwell-Callero	Aye
Emily Allen	Aye
Keri Dalebout	Aye

### B.

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

Jenell Sherman explained that this application allows the school to attempt to attain additional funding. The school plans to apply for Title 1 (Low SES), Title II (Professional Development), and Title III (EL Students) federal funds.

Emily Allen asked if there is additional testing required for students with the acceptance of this funding. Jenell Sherman shared that student progress and growth will need to be monitored.

Keri Dalebout asked if students are required to attain a certain threshold of achievement. Jenell Sherman shared that student progress will need to be documented.

Lisa Jobe asked if the funds are competitive. Jenell Sherman shared that schools qualify based on student populations.

Emily Allen asked what the downside would be for these funds. Jenell Sherman shared that the amount of documentation and additional clerical work is significant.

Emily Allen asked if the amount of funding was specified. Jenell Sherman shared the anticipated amounts for Title 1 and ESSER II funding for Clarksville.

Katie Burwell asked for more specificity regarding the type and frequency of testing to comply with the funding requirements. Jenell Sherman shared that internal testing assessment data and ELPAC test scores that are already being conducted can be used.

Emily Allen asked for more information about what types of programs the funds will be used for. Jenell Sherman shared that the programs are outlined in the LCAP addendum and program assurances.

Emily Allen asked when the application is due. Jenell Sherman shared that April 16, 2021 is the extended deadline.

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

Kathleen Burwell-Callero seconded the motion.

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

**Roll Call**

Kelley Laliberte	Absent
Lisa Jobe	Aye
Emily Allen	Aye
Kathleen Burwell-Callero	Aye
Keri Dalebout	Aye

**C.**

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

Jenell Sherman shared the LCAP Addendum.

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

Lisa Jobe seconded the motion.

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

**Roll Call**

Lisa Jobe	Aye
Keri Dalebout	Aye
Kathleen Burwell-Callero	Aye
Kelley Laliberte	Absent
Emily Allen	Aye

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

Janell Sherman shared that the ESSER II Assurances are the school's agreement to use the funds the way they are intended and that the funds are not being used to fund programs that are already in existence.

Kathleen Burwell-Callero made a motion to approve the ESSER II Assurances.

Lisa Jobe seconded the motion.

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

**Roll Call**

Kelley Laliberte	Absent
Emily Allen	Aye
Kathleen Burwell-Callero	Aye
Keri Dalebout	Aye
Lisa Jobe	Aye

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

Emily Allen confirmed that all Board members received an email that was sent that included a confidential legal memo.

Keri Dalebout made a motion to allow Jenell Sherman to move forward with the Software License Purchase.

Lisa Jobe seconded the motion.

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

**Roll Call**

Keri Dalebout	Aye
Kelley Laliberte	Absent
Kathleen Burwell-Callero	Aye
Lisa Jobe	Aye
Emily Allen	Aye

**III. Closing Items**

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

Lisa Jobe shared that she may not be able to attend the next board meeting due to travel.

Emily Allen requested that the Board review the Executive Director Evaluation prior to the next meeting

The Board will continue with the Governance Academy.

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

April 29, 2021 at 6:30 pm.

**C. Adjourn Meeting**

Kathleen Burwell-Callero made a motion to adjourn the meeting at 6:39 pm.

Lisa Jobe seconded the motion.

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

**Roll Call**

Emily Allen	Aye
Kathleen Burwell-Callero	Aye
Lisa Jobe	Aye
Kelley Laliberte	Absent
Keri Dalebout	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:39 PM.

Respectfully Submitted,  
Emily Allen

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Prepared By  
Kathy Fagundo

Noted By

**Board Secretary**

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# Coversheet

## Executive Director's Report (p. 16-33)

**Section:** I. Opening Items  
**Item:** I. Executive Director's Report (p. 16-33)  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** ED Report April 2021- Clarksville.pdf



CLARKSVILLE  
CHARTER SCHOOL

# Executive Director Report

April 2021

# Agenda



1.

**Open  
Enrollment  
& LOI**



2.

**EL Update**



3.

**SPED  
Update**



4.

**Assessment  
Update**



5.

**21-22  
Programs  
Updates**



# Letter of Intent & Open Enrollment

**April 30**

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

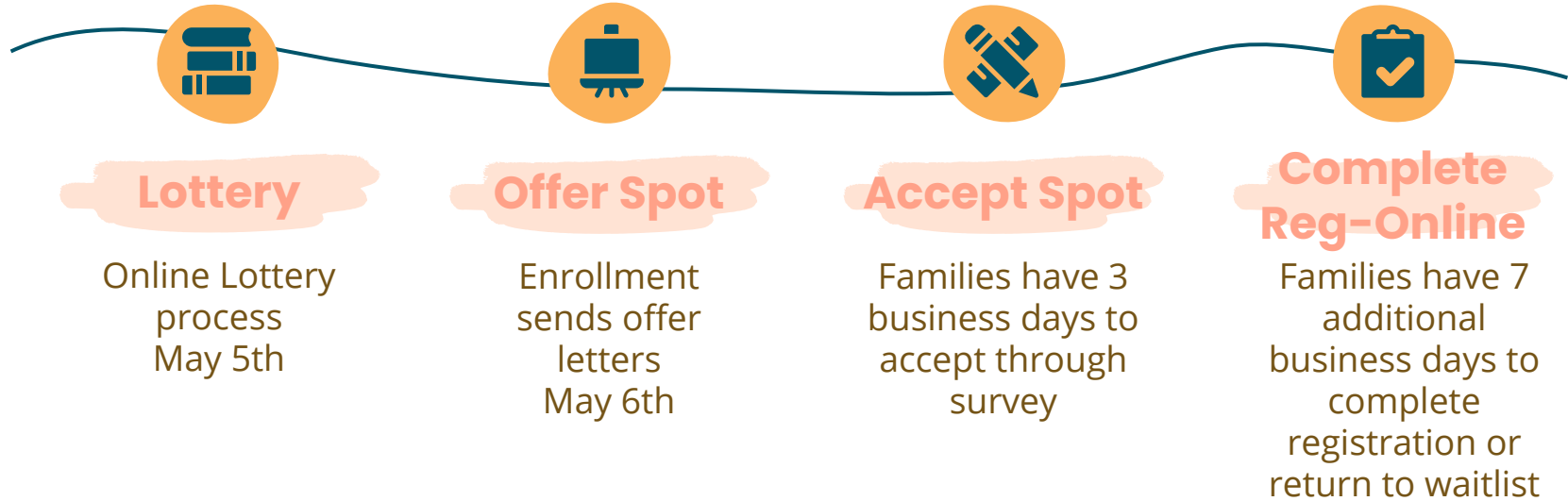
***Data as of Friday, April 23***

<b>Enrollment Projections</b>	
Incoming / Returning	1134
OE Submissions (Homestudy)	680
<i>No Response</i>	55
Projected Total	1814

*Clarksville is budgeting for 1635 spaces. There are currently more applicants than spaces, so a lottery will be necessary.*



# A Timeline for New Students



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

A poster for a Homeschool Info Meeting with a wood-grain background and a row of evergreen trees. The text is arranged in a clean, organized layout. At the top, it says 'Join us for a Homeschool Info Meeting!'. Below that, it lists four dates and times: 4/14 - 10AM-11AM, 4/15 - 7PM-8PM, 4/21 - 10AM - 11AM, and 4/22 - 7PM - 8PM. To the right of the dates, it says 'Learn: Who we are, What we do, & How we can support you!'. At the bottom left, it provides the Zoom link: https://zoom.us/my/saragreco. At the bottom, there are five logos: Winship Community School, Clarksville Charter School, Sequoia Grove Charter Alliance, Lake View Charter School, and Feather River Charter School. At the very bottom, it says 'Powered by BoardOnTrack'.

Join us for a

# Homeschool Info Meeting!

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

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

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

WINSHIP Community School  
CLARKSVILLE CHARTER SCHOOL  
SEQUOIA GROVE CHARTER ALLIANCE  
LAKE VIEW CHARTER SCHOOL  
Feather River CHARTER SCHOOL

Powered by BoardOnTrack

# Staffing Update

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

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

## SEQUOIA GROVE SCHOOLS 21-22 ADMINISTRATIVE TEAM

Executive Directors

*Julie Haycock*

*Jenell Sherman*

Director of Educational Services

*Dr. Amanda Johnson*

Director of Accountability & Governance

*Darcy Belleza*

Director of Curriculum & Assessment

*Kristie Nicosia*

Director of Professional Development & Instructional Support

*Allie Suydam*

Director of High School

*Shannon Breckenridge*

Assistant Director of Educational Services

*Megan Nason*

Assistant Director of Curriculum & Assessment

*Stacy Close*

Assistant Director of Instructional Support

*Marci Boyd*

Assistant Director of Instructional Support

*Camille Vocker*

Assistant Director of High School

*Linda Qian*

TK-8 Program Administrator

*Carrie Carlson*

High School Program Administrator

*Claire Walker*

## SEQUOIA GROVE SCHOOLS 21-22 LEADERSHIP TEAM

Testing Coordinator

*Jodi Nairz*

EL Coordinator

*Erin Emerson*

EL Coordinator

*TBD*

JHVA Coordinator

*Trisha Brandow*

Community Coordinator

*Danielle Holaday*

CTE & High School Curriculum Coordinator

*Sharycè Perez*

High School Counselor

*Michelle Bliss*

High School Counselor

*TBD*

Instructional Team Advisors

*Amber Stephen*

*Dianna Gartner*

*Elisa Avila*

*Jenny Johnston*

*Ronni Erneputsch*

*Scott Emerson*

*Seren Stewart*

*Ty Beekman*

## SEQUOIA GROVE SCHOOLS 21-22 EDUCATIONAL SERVICES TEAM

504 & Educational Services Coordinator

*Dr. Neda Burleigh*

Ed Services Program Specialist

*Nicole Zagaroli*

Special Education Program Specialist

*Sarah Ayala*

Special Education Program Specialist

*Elizabeth Odenthal*

Special Education Program Specialist

*Jackie Velarde*

Compliance & Professional Development Coordinator

*Carissa Stockard*

MTSS Coordinator

*Jamie Watkins*

School Counselor/ SST Coordinator

*Malachi Briggs*

## SEQUOIA GROVE SCHOOLS 21-22 SUPPORT STAFF

Instructional Materials Administrator

*Stephanie Terrell*

Communication & PR Specialist

*Jenn Kramer*

Lead Family Liaison

*Sara Greco*

Family Liaisons

*TBD*

Administrative Assistant

*Katie Royer*

Educational Services Assistant

*Melinda Radsliff*

Service Tech

*Christina Archie*

MTSS Tech

*Tina Mut*

SEIS Tech

*Angela Lawton*

Assessment Tech

*Nicky Peterson*

Guidance Tech

*Lori Andreasen*

Data Analyst

*Kulpreet Pummay*

Testing Asssitant

*TBD*



**We're Hiring!**

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

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

**APPLY ON EDJOIN NOW**

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

Founding Members of the Sequoia Grove Charter Alliance

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

5 new hires, 6-8 additional needed



# English Learner Update

## English Learners Reclassification Criteria Proposed Amendment

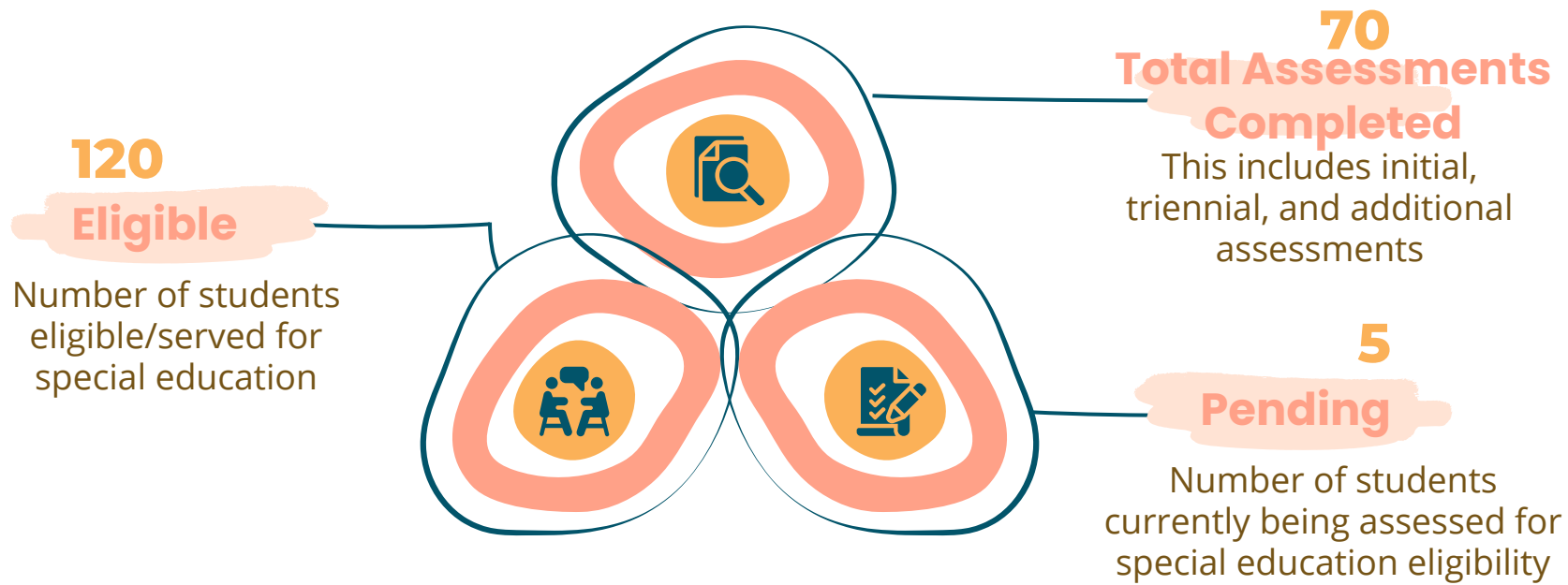
### Current reclassification criteria

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

### Proposed Change

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

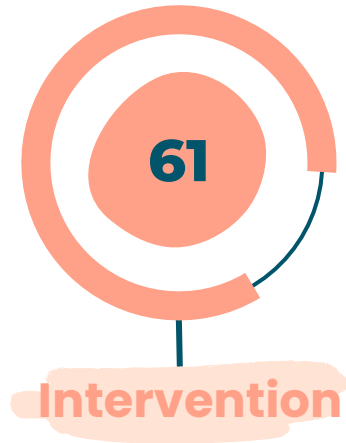
# Special Education Update



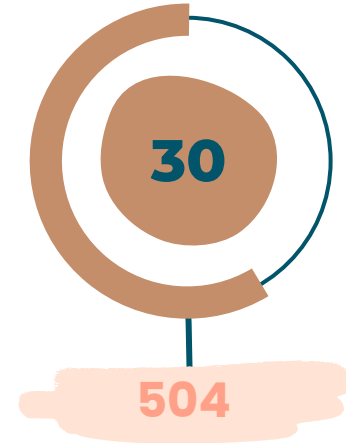
# Student Support Update



Number of students who have had an SST meeting



Number of cycles served



Number of students served with a 504

# Assessment Update

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

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

# Assessment Update

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

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

# Program Planning 2021-2022



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

## COMING SOON

# SEQUOIA GROVE

## COMMUNITY PROGRAMS

For the 2021/2022 school year

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

Possibilities Include:

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

# JUNIOR HIGH VIRTUAL ACADEMY

PREPARING STUDENTS FOR SUCCESS  
IN HIGH SCHOOL AND BEYOND

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



Sneak peek at  
our content

## COURSE OFFERINGS



### SCIENCE

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



### LANGUAGE ARTS

- Writing Structure and Style
- Novels
- Debate
- Research



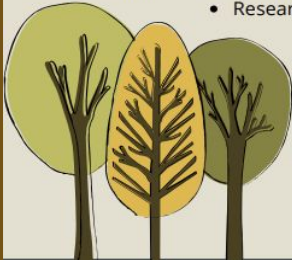
### MATHEMATICS

- Personalized, adaptive instruction
- Performance Tasks
- Coding



### STUDY SKILLS

- Growth Mindset
- Executive Functioning Skills
- Digital Literacy



## REGISTRATION & PRICING -- per semester--

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

Powered by BoardOnTrack

HIGH SCHOOL



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

## HSVA- Live!

virtual, synchronous  
classes that meet twice  
per week in Zoom

## Edgenuity

online, asynchronous,  
flexible learning

## Textbook

offline, asynchronous,  
flexible learning with  
McGraw-Hill textbooks

## Edmentum- Hybrid

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



# THANK YOU!

Your dedication to our school is appreciated.

# Coversheet

## Sequoia Grove Charter Alliance Update (p. 34-38)

**Section:** I. Opening Items  
**Item:** J. Sequoia Grove Charter Alliance Update (p. 34-38)  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** SG\_CV\_UPDATE 4.27-29.pdf

# Sequoia Grove Charter Alliance

**Board Update April 29, 2021**

Robert “Bob” McGuire  
Board Secretary

# A quick introduction...

- **Reside in Rancho Cordova with my wife and 10 year old grandson**
- **Primary homeschool teacher of my grandson**
  - The past 4 years
  - always with the charter organization that has become Clarksville Charter School
- **Enjoy meeting other homeschool families and learning about their methods and experiences**

# What's happening in the Grove...

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

## Also in the Grove...

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

---

How to communicate with the SGCA Board:

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

# Coversheet

## March Financials (p. 39-64)

**Section:** II. Finance  
**Item:** A. March Financials (p. 39-64)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Financial Package - March 2021 - Clarksville.pdf



# Clarksville Charter School

Monthly Financial Presentation – March 2021

# CLARKSVILLE - Highlights

- Year-end revenue projections increased by \$45k.
- Year-end expense projections increased by \$204k.
- Year-end surplus projected at \$111k. (Prior month; \$270k)
- Senate Bill-740 Requirements:

- 40/80 Expense Ratio ✓

Cert.	Instr.
45.2%	81.0%
603,545	185,358

- 25:1 Pupil-Teacher ratio ✓

Pupil:Teacher Ratio	
19.63	:1

# CLARKSVILLE - Revenue

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

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Revenue</b>						
State Aid-Rev Limit	\$ 6,691,948	\$ 6,461,340	\$ 230,608	\$ 10,575,579	\$ 10,468,696	\$ 106,883
Federal Revenue	72,938	88,057	(15,119)	210,758	137,820	72,938
Other State Revenue	773,696	561,980	211,716	1,201,727	985,879	215,848
Other Local Revenue	74,448	-	74,448	74,448	-	74,448
<b>Total Revenue</b>	<b>\$ 7,613,030</b>	<b>\$ 7,111,377</b>	<b>\$ 501,653</b>	<b>\$ 12,062,512</b>	<b>\$ 11,592,395</b>	<b>\$ 470,117</b>

# CLARKSVILLE - Expenses

- **Salaries & Benefits:** March Staffing adjustments.
- **Sub agreement Services:** Increase in projected Special Education expense.
- **Professional Services:** Increase in projected Professional Development expense.

Expenses	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 3,622,007	\$ 3,392,898	\$ (229,110)	\$ 4,750,115	\$ 4,523,864	\$ (226,252)
Classified Salaries	388,059	372,000	(16,059)	536,067	496,000	(40,067)
Benefits	1,173,328	1,177,241	3,913	1,535,146	1,564,754	29,608
Books and Supplies	1,154,011	852,584	(301,427)	1,394,464	1,333,685	(60,779)
Subagreement Services	1,153,003	1,408,092	255,089	2,109,210	2,061,927	(47,283)
Operations	142,457	41,250	(101,207)	156,207	55,000	(101,207)
Facilities	50,211	48,600	(1,611)	66,411	64,800	(1,611)
Professional Services	640,315	878,700	238,385	1,205,651	1,234,309	28,658
Depreciation	1,614	1,650	36	2,164	2,200	36
Interest	155,297	174,972	19,675	195,300	185,441	(9,859)
<b>Total Expenses</b>	<b>\$ 8,480,302</b>	<b>\$ 8,347,987</b>	<b>\$ (132,316)</b>	<b>\$ 11,950,736</b>	<b>\$ 11,521,980</b>	<b>\$ (428,756)</b>

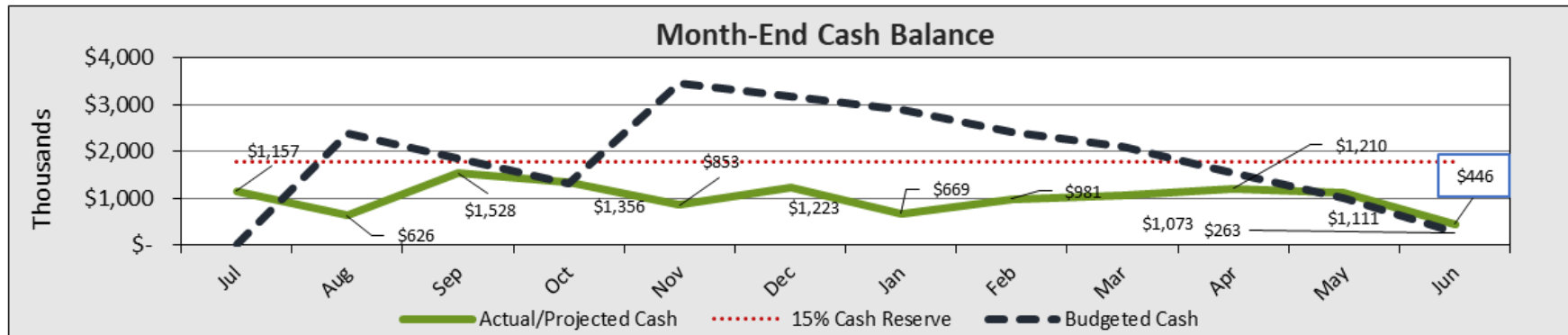
# CLARKSVILLE - Fund Balance

- Year-end surplus projected to exceed budget (59%).

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	<b>Actual</b>	<b>Budget</b>	<b>Fav/(Unf)</b>	<b>Forecast</b>	<b>Budget</b>	<b>Fav/(Unf)</b>
<b>Total Surplus(Deficit)</b>	\$ (867,272)	\$ (1,236,609)	\$ 369,337	\$ 111,775	\$ 70,414	\$ 41,361
Beginning Fund Balance	<u>288,347</u>	<u>288,347</u>		<u>288,347</u>	<u>288,347</u>	
<b>Ending Fund Balance</b>	<u><b>\$ (578,925)</b></u>	<u><b>\$ (948,263)</b></u>		<u><b>\$ 400,122</b></u>	<u><b>\$ 358,761</b></u>	
<i>As a % of Annual Expenses</i>	-4.8%	-8.2%		3.3%	3.1%	

# CLARKSVILLE - Cash Balance

- Year-end cash balance projected at \$446K.
- Next anticipated receivable sale (external funding) in May 2021.



# CLARKSVILLE - 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



### Clarksville Charter School Monthly Cash Flow/Forecast FY20-21

Revised 4/5/2021

ADA = 1158.15



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
5900 Communications	-	-	4,008	849	531	16,377	521	5,446	3,471	-	-	-	-	31,203	-	(31,203)
5901 Postage and Shipping	123	1,073	155	163	796	985	609	1,029	140	8	8	8	-	5,097	100	(4,997)
	<b>3,248</b>	<b>18,760</b>	<b>15,393</b>	<b>15,953</b>	<b>13,251</b>	<b>29,424</b>	<b>13,071</b>	<b>16,861</b>	<b>16,497</b>	<b>4,583</b>	<b>4,583</b>	<b>4,583</b>	-	<b>156,207</b>	<b>55,000</b>	<b>(101,207)</b>
<b>Facilities, Repairs and Other Leases</b>																
5601 Rent	9,116	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	5,000	5,000	5,000	-	54,196	60,000	5,804
5602 Additional Rent	1,122	1,122	1,122	1,122	1,122	1,122	1,147	1,147	1,147	-	-	-	-	10,175	-	(10,175)
5603 Equipment Leases	-	-	-	-	-	-	-	-	-	42	42	42	-	125	500	375
5604 Other Leases	-	-	-	-	-	-	-	-	-	358	358	358	-	1,075	4,300	3,225
5610 Repairs and Maintenance	-	840	-	-	-	-	-	-	-	-	-	-	-	840	-	(840)
	<b>10,239</b>	<b>5,722</b>	<b>4,882</b>	<b>4,882</b>	<b>4,882</b>	<b>4,882</b>	<b>4,907</b>	<b>4,907</b>	<b>4,907</b>	<b>5,400</b>	<b>5,400</b>	<b>5,400</b>	-	<b>66,411</b>	<b>64,800</b>	<b>(1,611)</b>
<b>Professional/Consulting Services</b>																
5802 Audit & Taxes	-	-	-	-	4,500	-	-	-	-	-	-	-	-	4,500	6,300	1,800
5803 Legal	-	15,557	464	4,512	7,716	3,290	3,383	1,639	7,259	1,708	1,708	1,708	-	48,945	20,500	(28,445)
5804 Professional Development	-	-	180	274	-	3,365	4,045	-	34,440	242	242	242	-	43,029	2,900	(40,129)
5805 General Consulting	-	200	300	800	700	2,213	921	106	900	283	283	283	-	6,990	3,400	(3,590)
5806 Special Activities/Field Trips	-	96	-	1,204	1,133	14,776	42,124	12,635	-	21,994	44,263	30,652	-	168,877	168,877	-
5807 Bank Charges	560	980	464	739	752	836	768	567	711	200	200	200	-	6,976	2,300	(4,676)
5808 Printing	39	-	-	-	-	-	-	-	(39)	-	-	-	-	-	-	-
5809 Other taxes and fees	1,103	119	1,500	48	30	30	-	1,679	169	1,780	1,780	1,780	-	10,018	20,470	10,452
5810 Payroll Service Fee	974	1,700	336	1,252	1,870	979	672	1,682	998	783	783	783	-	12,813	9,656	(3,157)
5811 Management Fee	66,313	65,271	65,842	65,841	66,163	63,466	66,399	66,449	66,365	68,480	68,480	68,480	-	797,548	789,732	(7,816)
5812 District Oversight Fee	-	-	-	-	-	103,980	(311,941)	58,293	7,626	3,647	3,008	2,988	238,155	105,756	209,374	103,618
5815 Public Relations/Recruitment	-	-	-	-	-	-	-	-	-	67	67	67	-	200	800	600
	<b>68,989</b>	<b>83,924</b>	<b>69,085</b>	<b>74,670</b>	<b>82,863</b>	<b>192,933</b>	<b>(193,629)</b>	<b>143,051</b>	<b>118,429</b>	<b>99,184</b>	<b>120,814</b>	<b>107,183</b>	<b>238,155</b>	<b>1,205,651</b>	<b>1,234,309</b>	<b>28,658</b>
<b>Depreciation</b>																
6900 Depreciation Expense	179	4,538	4,538	(8,537)	179	179	179	179	179	183	183	183	-	2,164	2,200	36
	<b>179</b>	<b>4,538</b>	<b>4,538</b>	<b>(8,537)</b>	<b>179</b>	<b>179</b>	<b>179</b>	<b>179</b>	<b>179</b>	<b>183</b>	<b>183</b>	<b>183</b>	-	<b>2,164</b>	<b>2,200</b>	<b>36</b>
<b>Interest</b>																
7438 Interest Expense	21,434	-	35,996	-	-	50,625	-	31,562	15,680	18,195	21,808	-	-	195,300	185,441	(9,859)
	<b>21,434</b>	<b>-</b>	<b>35,996</b>	<b>-</b>	<b>-</b>	<b>50,625</b>	<b>-</b>	<b>31,562</b>	<b>15,680</b>	<b>18,195</b>	<b>21,808</b>	<b>-</b>	<b>-</b>	<b>195,300</b>	<b>185,441</b>	<b>(9,859)</b>
<b>Total Expenses</b>	<b>772,917</b>	<b>944,092</b>	<b>1,078,180</b>	<b>874,322</b>	<b>962,760</b>	<b>1,252,693</b>	<b>574,794</b>	<b>891,818</b>	<b>1,128,727</b>	<b>975,455</b>	<b>1,210,136</b>	<b>1,046,689</b>	<b>238,155</b>	<b>11,950,736</b>	<b>11,521,980</b>	<b>(428,756)</b>
<b>Monthly Surplus (Deficit)</b>	<b>(665,014)</b>	<b>(378,412)</b>	<b>(351,009)</b>	<b>176,921</b>	<b>66,636</b>	<b>(358,356)</b>	<b>839,791</b>	<b>114,378</b>	<b>(312,208)</b>	<b>(470,027)</b>	<b>(826,054)</b>	<b>(664,615)</b>	<b>2,939,744</b>	<b>111,775</b>	<b>70,415</b>	<b>(8,639)</b>
<b>Cash Flow Adjustments</b>																
Monthly Surplus (Deficit)	(665,014)	(378,412)	(351,009)	176,921	66,636	(358,356)	839,791	114,378	(312,208)	(470,027)	(826,054)	(664,615)	2,939,744	111,775		
Cash flows from operating activities																
Depreciation/Amortization	179	4,538	4,538	(8,537)	179	179	179	179	179	183	183	183	-	2,164		
Public Funding Receivables	1,199,028	129,282	397	40,147	-	108,875	6,064	(50,409)	50,409	-	-	-	(3,177,899)	(1,694,105)		
Grants and Contributions Rec.	1,775,280	-	267,704	262,413	-	(5,881)	6,814	-	-	-	-	-	-	2,306,331		
Prepaid Expenses	(87,196)	14,424	(880)	(11,815)	14,424	(25)	-	-	-	-	-	-	-	(71,068)		
Other Assets	(100,000)	-	-	-	-	-	-	-	-	-	-	-	-	(100,000)		
Accounts Payable	5,792	239,394	18,135	(364,911)	123,467	46,456	(349,602)	24,611	113,485	-	-	-	238,155	94,982		
Accrued Expenses	121,304	70,452	(26,078)	25,668	(143,443)	118,360	(398,902)	49,681	(103,737)	-	-	-	-	(286,695)		
Deferred Revenue	-	-	44,363	-	-	16,597	(32,486)	-	(45,840)	-	-	-	-	(17,366)		
Other Liabilities	(1,774,400)	-	-	-	-	-	-	-	-	-	-	-	-	(1,774,400)		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	(261,500)	-	261,500	-	-	-	-	-	-	-	-	-	-		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	626,200	-	1,252,400	-	-	1,070,700	-	799,300	455,200	606,500	726,926	-	-	5,537,226		
Payments on Factoring	(834,300)	(348,700)	(307,700)	(553,900)	(564,100)	(626,200)	(626,200)	(626,200)	(64,953)	-	-	-	-	(4,552,253)		
Proceeds from Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
<b>Total Change in Cash</b>	<b>266,874</b>	<b>(530,522)</b>	<b>901,868</b>	<b>(172,514)</b>	<b>(502,836)</b>	<b>370,706</b>	<b>(554,341)</b>	<b>311,541</b>	<b>92,536</b>	<b>136,656</b>	<b>(98,945)</b>	<b>(664,431)</b>				
Cash, Beginning of Month	889,812	1,156,686	626,163	1,528,031	1,355,517	852,682	1,223,388	669,047	980,587	1,073,124	1,209,780	1,110,835				
<b>Cash, End of Month</b>	<b>1,156,686</b>	<b>626,163</b>	<b>1,528,031</b>	<b>1,355,517</b>	<b>852,682</b>	<b>1,223,388</b>	<b>669,047</b>	<b>980,587</b>	<b>1,073,124</b>	<b>1,209,780</b>	<b>1,110,835</b>	<b>446,404</b>				

Cert.	Instr.
45.2%	81.0%
603,545	185,358

Pupil:Teacher Ratio	
19.63	:1

## Clarksville Charter School

## Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
<b>Revenues</b>							
State Aid - Revenue Limit							
LCFF State Aid	\$ 335,762	\$ 368,363	\$ (32,601)	\$ 4,837,976	\$ 4,870,579	\$ (32,603)	\$ 8,185,847
Education Protection Account	-	-	-	115,815	115,815	-	231,630
State Aid - Prior Year	(7,873)	-	(7,873)	99,989	-	99,989	-
In Lieu of Property Taxes	426,882	288,136	138,746	1,638,168	1,474,946	163,222	2,051,218
Total State Aid - Revenue Limit	754,771	656,499	98,272	6,691,948	6,461,340	230,608	10,468,696
Federal Revenue							
Special Education - Entitlement	-	12,441	(12,441)	-	88,057	(88,057)	137,820
Other Federal Revenue	-	-	-	72,938	-	72,938	-
Total Federal Revenue	-	12,441	(12,441)	72,938	88,057	(15,119)	137,820
Other State Revenue							
State Special Education	15,908	62,726	(46,818)	432,160	443,985	(11,825)	694,890
Mandated Cost	-	-	-	26,151	26,198	(47)	26,198
State Lottery	-	-	-	65,171	57,478	7,693	230,472
Prior Year Revenue	-	-	-	142,756	-	142,756	-
Other State Revenue	45,840	34,320	11,520	107,458	34,320	73,138	34,320
Total Other State Revenue	61,748	97,046	(35,298)	773,696	561,980	211,716	985,879
Other Local Revenue							
Sale of Equipment and Supplies	-	-	-	50,000	-	50,000	-
Contributions, Unrestricted	-	-	-	24,448	-	24,448	-
Total Other Local Revenue	-	-	-	74,448	-	74,448	-
<b>Total Revenues</b>	<b>\$ 816,519</b>	<b>\$ 765,986</b>	<b>\$ 50,533</b>	<b>\$ 7,613,030</b>	<b>\$ 7,111,377</b>	<b>\$ 501,653</b>	<b>\$ 11,592,395</b>
<b>Expenses</b>							
Certificated Salaries							
Teachers' Salaries	\$ 280,743	\$ 271,209	\$ (9,534)	\$ 2,558,868	\$ 2,440,881	\$ (117,987)	\$ 3,254,508
Teachers' Extra Duty/Stipends	31,460	10,848	(20,612)	167,100	97,635	(69,465)	130,180
Pupil Support Salaries	15,631	13,674	(1,957)	139,355	123,066	(16,289)	164,088
Administrators' Salaries	59,342	65,500	6,158	619,381	589,500	(29,881)	786,000
Other Certificated Salaries	14,975	15,757	782	137,303	141,816	4,513	189,088
Total Certificated Salaries	402,151	376,989	(25,162)	3,622,007	3,392,898	(229,110)	4,523,864
Classified Salaries							
Support Salaries	22,613	30,083	7,471	262,996	270,750	7,754	361,000
Clerical and Office Staff Salaries	10,279	4,167	(6,112)	43,671	37,500	(6,171)	50,000
Other Classified Salaries	17,874	7,083	(10,791)	81,392	63,750	(17,642)	85,000
Total Classified Salaries	50,766	41,333	(9,432)	388,059	372,000	(16,059)	496,000
Benefits							
State Teachers' Retirement System, certificated positions	62,676	69,366	6,690	562,267	624,293	62,026	832,391
Public Employees' Retirement System, classified positions	-	1,608	1,608	-	14,471	14,471	19,295
OASDI/Medicare/Alternative, certificated positions	3,053	2,563	(490)	23,099	23,064	(35)	30,752
Medicare/Alternative, certificated positions	6,365	6,066	(300)	56,295	54,591	(1,704)	72,788
Health and Welfare Benefits, certificated positions	52,226	41,875	(10,351)	465,706	376,875	(88,831)	502,500
State Unemployment Insurance, certificated positions	362	3,675	3,313	23,440	31,238	7,798	36,750
Workers' Compensation Insurance, certificated positions	4,019	5,857	1,838	35,188	52,709	17,521	70,278
Other Benefits, certificated positions	-	-	-	7,333	-	(7,333)	-
Total Benefits	128,702	131,009	2,307	1,173,328	1,177,241	3,913	1,564,754
Books & Supplies							
School Supplies	201,127	29,757	(171,370)	923,265	632,355	(290,910)	1,006,484
Software	5,204	9,200	3,996	121,429	82,800	(38,629)	110,400
Office Expense	346	742	395	23,033	6,675	(16,358)	8,900
Business Meals	65	75	10	618	675	57	900
School Fundraising Expense	-	17	17	-	150	150	200
Noncapitalized Equipment	6,871	6,114	(757)	85,667	129,929	44,262	206,801
Total Books & Supplies	213,613	45,905	(167,708)	1,154,011	852,584	(301,427)	1,333,685
Subagreement Services							
Special Education	87,940	28,125	(59,815)	467,255	253,125	(214,130)	337,500
Security	-	75	75	-	675	675	900
Other Educational Consultants	40,958	33,606	(7,352)	245,599	714,143	468,544	1,136,662
Instructional Services	48,906	48,905	(1)	440,149	440,149	(0)	586,865
Total Subagreement Services	177,804	110,711	(67,092)	1,153,003	1,408,092	255,089	2,061,927

## Clarksville Charter School

## Budget vs Actual

For the period ended March 31, 2021

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel	-	1,108	1,108	88	9,975	9,887	13,300
Dues & Memberships	-	342	342	1,155	3,075	1,920	4,100
Insurance	10,405	3,125	(7,280)	95,427	28,125	(67,302)	37,500
Utilities	1,731	-	(1,731)	4,074	-	(4,074)	-
Janitorial Services	750	-	(750)	5,438	-	(5,438)	-
Communications	3,471	-	(3,471)	31,203	-	(31,203)	-
Postage and Shipping	140	8	(132)	5,072	75	(4,997)	100
Total Operations & Housekeeping	16,497	4,583	(11,914)	142,457	41,250	(101,207)	55,000
Facilities, Repairs & Other Leases							
Rent	3,760	5,000	1,240	39,196	45,000	5,804	60,000
Additional Rent	1,147	-	(1,147)	10,175	-	(10,175)	-
Equipment Leases	-	42	42	-	375	375	500
Other Leases	-	358	358	-	3,225	3,225	4,300
Repairs and Maintenance	-	-	-	840	-	(840)	-
Total Facilities, Repairs & Other Leases	4,907	5,400	493	50,211	48,600	(1,611)	64,800
Professional/Consulting Services							
Audit & Taxes	-	-	-	4,500	6,300	1,800	6,300
Legal	7,259	1,708	(5,551)	43,820	15,375	(28,445)	20,500
Professional Development	34,440	242	(34,198)	42,304	2,175	(40,129)	2,900
General Consulting	900	283	(617)	6,140	2,550	(3,590)	3,400
Special Activities/Field Trips	-	4,993	4,993	71,967	106,102	34,135	168,877
Bank Charges	711	200	(511)	6,376	1,700	(4,676)	2,300
Printing	(39)	-	39	-	-	-	-
Other Taxes and Fees	169	1,780	1,611	4,678	15,130	10,452	20,470
Payroll Service Fee	998	805	(194)	10,464	7,242	(3,221)	9,656
Management Fee	66,365	65,811	(554)	592,108	592,299	191	789,732
District Oversight Fee	7,626	13,130	5,504	(142,042)	129,227	271,268	209,374
Public Relations/Recruitment	-	67	67	-	600	600	800
Total Professional/Consulting Services	118,429	89,019	(29,410)	640,315	878,700	238,385	1,234,309
Depreciation							
Depreciation Expense	179	183	4	1,614	1,650	36	2,200
Total Depreciation	179	183	4	1,614	1,650	36	2,200
Interest							
Interest Expense	15,680	-	(15,680)	155,297	174,972	19,675	185,441
Total Interest	15,680	-	(15,680)	155,297	174,972	19,675	185,441
<b>Total Expenses</b>	<b>\$ 1,128,727</b>	<b>\$ 805,132</b>	<b>\$ (323,595)</b>	<b>\$ 8,480,302</b>	<b>\$ 8,347,987</b>	<b>\$ (132,315)</b>	<b>\$ 11,521,980</b>
<b>Change in Net Assets</b>	<b>(312,208)</b>	<b>(39,145)</b>	<b>(273,062)</b>	<b>(867,272)</b>	<b>(1,236,610)</b>	<b>369,338</b>	<b>70,414</b>
Net Assets, Beginning of Period	(266,717)			288,347			
<b>Net Assets, End of Period</b>	<b>\$ (578,925)</b>			<b>\$ (578,925)</b>			

## Clarksville Charter School

### Statement of Financial Position

March 31, 2021

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
<b>Assets</b>				
<b>Current Assets</b>				
Cash & Cash Equivalents	\$ 1,073,124	\$ 889,812	\$ 183,312	21%
Accounts Receivable	7,919	539,849	(531,931)	-99%
Public Funding Receivables	7,043	1,490,836	(1,483,793)	-100%
Factored Receivables	(2,260,247)	(834,300)	(1,425,947)	171%
Due To/From Related Parties	780,413	780,413	-	0%
Prepaid Expenses	197,427	126,359	71,068	56%
<b>Total Current Assets</b>	<b>(194,321)</b>	<b>2,992,970</b>	<b>(3,187,291)</b>	<b>-106%</b>
<b>Long-Term Assets</b>				
Property & Equipment, Net	10,265	11,879	(1,614)	-14%
Deposits	105,500	5,500	100,000	1818%
<b>Total Long Term Assets</b>	<b>115,765</b>	<b>17,379</b>	<b>98,386</b>	<b>566%</b>
<b>Total Assets</b>	<b>\$ (78,556)</b>	<b>\$ 3,010,350</b>	<b>\$ (3,088,906)</b>	<b>-103%</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 220,552	\$ 363,724	\$ (143,173)	-39%
Accrued Liabilities	279,818	566,512	(286,695)	-51%
Deferred Revenue	-	1,791,766	(1,791,766)	-100%
<b>Total Current Liabilities</b>	<b>500,369</b>	<b>2,722,003</b>	<b>(2,221,633)</b>	<b>-82%</b>
<b>Total Liabilities</b>	<b>500,369</b>	<b>2,722,003</b>	<b>(2,221,633)</b>	<b>-82%</b>
<b>Total Net Assets</b>	<b>(578,925)</b>	<b>288,347</b>	<b>(867,272)</b>	<b>-301%</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ (78,556)</b>	<b>\$ 3,010,350</b>	<b>\$ (3,088,906)</b>	<b>-103%</b>

## Clarksville Charter School

### Statement of Cash Flows

For the period ended March 31, 2021

	Month Ended 03/31/21	YTD Ended 03/31/21
<b>Cash Flows from Operating Activities</b>		
Change in Net Assets	\$ (312,208)	\$ (867,272)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	179	1,614
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	50,409	1,483,793
Grants, Contributions & Pledges Receivable	390,247	1,957,878
Prepaid Expenses	-	(71,068)
Other Assets	-	(100,000)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	113,485	(143,173)
Accrued Expenses	(103,737)	(286,695)
Deferred Revenue	(45,840)	(1,791,766)
<b>Total Cash Flows from Operating Activities</b>	<b>92,536</b>	<b>183,312</b>
Change in Cash & Cash Equivalents	92,536	183,312
Cash & Cash Equivalents, Beginning of Period	980,587	889,812
<b>Cash and Cash Equivalents, End of Period</b>	<b>\$ 1,073,124</b>	<b>\$ 1,073,124</b>

## Clarksville Charter School

### Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11028	Citrus Heights Community Center	3/24/2021	VOID
11029	Margaret Navarro Gupta	3/24/2021	VOID
11044	Independent Study HQ	3/24/2021	VOID
11114	Kelly Laliberte	3/24/2021	VOID
11168	KiwiCo, Inc.	3/1/2021	VOID
11185	KiwiCo, Inc.	3/1/2021	VOID
11280	Shooting Stars Tutoring	3/18/2021	VOID
11414	Edventure	3/23/2021	VOID
11445	Learning Without Tears	3/16/2021	VOID
11745	El Dorado County Office of Education	3/1/2021	\$ 35.71
11746	El Dorado County Office of Education	3/1/2021	102,374.60
11747	KiwiCo, Inc.	3/3/2021	3,954.05
11748	Activities for Learning, Inc.	3/4/2021	1.94
11749	Ballet Rejoice School For The Arts	3/4/2021	349.86
11750	Black Oak Therapy	3/4/2021	300.00
11751	Brave Writer, LLC	3/4/2021	14.95
11752	Charter Impact, Inc.	3/4/2021	468.00
11753	E-Therapy LLC	3/4/2021	641.00
11754	Forever Dance Lake Tahoe	3/4/2021	720.00
11755	Haynes Family of Programs	3/4/2021	1,222.50
11756	Lakeshore	3/4/2021	101.09
11757	Learning Without Tears	3/4/2021	300.52
11758	Leighton Dance Project, Inc.	3/4/2021	70.00
11759	Lotus Educational Services, Inc.	3/4/2021	719.38
11760	McColgan & Associates Inc.	3/4/2021	3,967.25
11761	Oak Meadow Inc.	3/4/2021	1,436.10
11762	Provenance	3/4/2021	65,907.55
11763	Rainbow Resource Center	3/4/2021	32.23
11764	Sacramento Spark	3/4/2021	840.00
11765	Satori Management, Inc	3/4/2021	370.00
11766	School Pathways, LLC	3/4/2021	4,550.19
11767	Specialized Therapy Services, Inc	3/4/2021	987.50
11768	StaffRehab LLC	3/4/2021	40.50
11769	Tahoe Speech Therapy LLC	3/4/2021	385.00
11770	Verizon Wireless	3/4/2021	2,281.90
11771	Well-Trained Mind Academy	3/4/2021	1,455.00
11772	Nicole Howton	3/5/2021	450.00
11773	Beda Brazilian Jiu Jitsu Academy	3/10/2021	840.00
11774	California Ballet Conservatory	3/10/2021	1,190.00
11775	Charter Impact, Inc.	3/10/2021	17,723.25
11776	CharterSAFE	3/10/2021	14,424.00
11777	eat2explore	3/10/2021	104.80
11778	Foothill Taekwondo	3/10/2021	109.00
11779	Global Teletherapy	3/10/2021	18,375.00
11780	Heather Williams	3/10/2021	140.00
11781	Home Science Tools	3/10/2021	42.77
11782	McColgan & Associates Inc.	3/10/2021	3,106.25
11783	Nancy Barcal	3/10/2021	825.00
11784	NewSongs Music	3/10/2021	133.00
11785	Rainbow Resource Center	3/10/2021	34.20
11786	Sabado School Of Music Inc.	3/10/2021	1,450.00
11787	Satori Management, Inc	3/10/2021	1,525.00
11788	StaffRehab LLC	3/10/2021	21.25
11789	Therapeutic Language Clinic, Inc.	3/10/2021	1,260.00
11790	Total Education Solutions, dba TES Therapy	3/10/2021	4,465.00
11791	Well-Trained Mind Academy	3/10/2021	2,120.00

## Clarksville Charter School

### Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11792	Provenance	3/11/2021	97,811.00
11793	Learning Without Tears	3/16/2021	86.69
11794	A Brighter Child	3/16/2021	210.00
11795	All About Learning Press, Inc.	3/16/2021	417.50
11796	All Star Gymnastics	3/16/2021	111.00
11797	Amy Walters	3/16/2021	480.00
11798	Beautiful Feet Books, Inc.	3/16/2021	554.15
11799	Bright Thinker	3/16/2021	714.46
11800	Chappell Ranch, LLC	3/16/2021	352.30
11801	Chiung-Hwa Bryce	3/16/2021	400.00
11802	Chris Langton Music	3/16/2021	320.00
11803	Dean Perkins	3/16/2021	180.00
11804	E-Therapy LLC	3/16/2021	859.50
11805	eat2explore	3/16/2021	104.80
11806	Emily Allen	3/16/2021	100.00
11807	Forever Dance Lake Tahoe	3/16/2021	1,490.00
11808	Gina Burdick	3/16/2021	150.00
11809	Gina Illingworth	3/16/2021	585.00
11810	Grace Hegy	3/16/2021	200.00
11811	Growing Healthy Children Therapy Services, Inc.	3/16/2021	13,072.57
11812	Hawkins School of Performing Arts	3/16/2021	400.00
11813	Heather Williams	3/16/2021	140.00
11814	History Unboxed LLC	3/16/2021	652.32
11815	Home Science Tools	3/16/2021	55.60
11816	Honest History Co	3/16/2021	119.72
11817	Institute for Excellence in Writing	3/16/2021	418.95
11818	Inversion Gym	3/16/2021	1,923.00
11819	It Takes The Village	3/16/2021	390.00
11820	Janelle Blocher	3/16/2021	180.00
11821	K3 Syncopation, LLC (Bach To Rock, Rocklin)	3/16/2021	1,450.00
11822	Kaizen Martial Arts Academy	3/16/2021	480.00
11823	Karina Sheremet	3/16/2021	700.00
11824	Katie Burwell	3/16/2021	100.00
11825	Kelly Laliberte	3/16/2021	100.00
11826	Keri Dalebout	3/16/2021	100.00
11827	KiwiCo, Inc.	3/16/2021	3,805.44
11828	Kline Music	3/16/2021	1,045.14
11829	Kovar's Laguna	3/16/2021	450.00
11830	Letme Technologies	3/16/2021	1,705.00
11831	Lisa Jobe	3/16/2021	100.00
11832	Little Passports	3/16/2021	1,009.21
11833	Logic of English	3/16/2021	74.15
11834	Lotus Educational Services, Inc.	3/16/2021	1,752.67
11835	Margie Hartung	3/16/2021	1,940.00
11836	Math-U-See Inc	3/16/2021	558.00
11837	MEL Science U.S., LLC	3/16/2021	209.40
11838	MEL Science U.S., LLC	3/16/2021	418.80
11839	Michelle Jones	3/16/2021	390.00
11840	Monarch River Academy	3/16/2021	3,323.87
11841	Northern California Children's Chorus	3/16/2021	122.78
11842	Outside the Box Creation	3/16/2021	305.70
11843	Pacific Institute of Music, LLC	3/16/2021	900.00
11844	Paula Vance	3/16/2021	200.00
11845	PresenceLearning, Inc.	3/16/2021	3,765.38
11846	Procopio, Cory, Hargreaves & Savich LLP	3/16/2021	2,458.80
11847	Provenance	3/16/2021	5,575.61
11848	Rainbow Resource Center	3/16/2021	561.66

## Clarksville Charter School

### Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11849	Rebecca Stroup	3/16/2021	600.00
11850	Sacramento Ballet Association	3/16/2021	540.00
11851	School of Rock Elk Grove & Roseville	3/16/2021	195.00
11852	Shankari Arcot	3/16/2021	604.00
11853	Singapore Math Inc.	3/16/2021	101.68
11854	Stephanie Strong	3/16/2021	960.00
11855	Tahoe Institute for Natural Science	3/16/2021	100.00
11856	CONFIDENTIAL	3/16/2021	19.50
11857	Tamraloo Music	3/16/2021	350.00
11858	Teacher Synergy, LLC	3/16/2021	245.78
11859	Teaching Textbooks	3/16/2021	413.33
11860	Theory Dance LLC	3/16/2021	210.00
11861	Think Outside, LLC	3/16/2021	255.65
11862	Thomas Purvance	3/16/2021	550.00
11863	Timberdoodle.com	3/16/2021	837.28
11864	Vanessa Shaw	3/16/2021	580.00
11865	Viktoria Dzhumara	3/16/2021	240.00
11866	VoiceWire, LLC	3/16/2021	150.00
11867	Well-Trained Mind Academy	3/16/2021	1,355.00
11868	Wendy Stephens	3/16/2021	1,230.00
11869	Wieser Educational	3/16/2021	246.56
11870	Winship Community School	3/16/2021	2,080.43
11871	Shooting Stars Tutoring	3/18/2021	800.00
11872	LEGO Education	3/22/2021	498.61
11873	Edventure	3/24/2021	500.00
11874	8x8, INC.	3/24/2021	192.18
11875	American River Speech Therapy	3/24/2021	325.00
11876	Art of Problem Solving	3/24/2021	96.00
11877	Bob Sweat M.Ed.MAT, Tutoring	3/24/2021	200.00
11878	BookShark	3/24/2021	90.06
11879	Bright Thinker	3/24/2021	124.49
11880	Carrie Morris	3/24/2021	3,450.00
11881	Charter Impact, Inc.	3/24/2021	684.66
11882	Chris Langton Music	3/24/2021	320.00
11883	Clemencia Massa	3/24/2021	800.00
11884	CM School Supply	3/24/2021	175.03
11885	Communication Tools	3/24/2021	1,935.00
11886	Corrinne Carrabello	3/24/2021	320.00
11887	Dean Perkins	3/24/2021	180.00
11888	Department of Justice	3/24/2021	98.00
11889	Diana Haynie	3/24/2021	160.00
11890	E-Therapy LLC	3/24/2021	1,736.50
11891	eat2explore	3/24/2021	29.95
11892	Educational Development Corporation	3/24/2021	91.05
11893	Emily Allen	3/24/2021	100.00
11894	First Choice Tutoring	3/24/2021	339.00
11895	Forever Dance Lake Tahoe	3/24/2021	1,220.00
11896	Gavin Dague	3/24/2021	1,300.00
11897	Growing Healthy Children Therapy Services, Inc.	3/24/2021	956.94
11898	Hawkins School of Performing Arts	3/24/2021	400.00
11899	Haynes Family of Programs	3/24/2021	1,396.25
11900	Heather Williams	3/24/2021	280.00
11901	Home Science Tools	3/24/2021	105.22
11902	January Rodriguez, JWR Tutoring	3/24/2021	150.00
11903	JCC Chabad of Roseville	3/24/2021	1,120.00
11904	Katie Burwell	3/24/2021	100.00
11905	Kelly BJJ	3/24/2021	588.00

## Clarksville Charter School

### Check Register

For the period ended March 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11906	Kelly Laliberte	3/24/2021	100.00
11907	Laura Hauge, Writing Maven Tutoring Services	3/24/2021	6,224.00
11908	Law Offices of Jennifer McQuarrie	3/24/2021	1,184.33
11909	Linda Reams	3/24/2021	765.00
11910	Lisa Bond-Torgerson	3/24/2021	1,260.00
11911	Lisa Jobe	3/24/2021	100.00
11912	Little Passports	3/24/2021	192.41
11913	Loana Sparrevohn	3/24/2021	1,411.00
11914	Lotus Educational Services, Inc.	3/24/2021	697.88
11915	Mary Longacre	3/24/2021	240.00
11916	Meet the Masters, Inc.	3/24/2021	481.34
11917	MEL Science U.S., LLC	3/24/2021	139.60
11918	Michelle Jones	3/24/2021	520.00
11919	Musical Mayhem Productions, Inc.	3/24/2021	299.00
11920	Natomas Homeschool Alliance	3/24/2021	172.00
11921	NewSongs Music	3/24/2021	277.00
11922	Nunez Martial Arts Academy	3/24/2021	350.00
11923	Pamelot a School of Dance	3/24/2021	60.00
11924	PG&E	3/24/2021	1,199.30
11925	Provenance	3/24/2021	1,651.36
11926	R&D Educational Systems Inc. Sombrero Time	3/24/2021	1,945.00
11927	Rachel Eldridge	3/24/2021	430.00
11928	Rainbow Resource Center	3/24/2021	1,665.55
11929	Rhonda Asbenson	3/24/2021	360.00
11930	Robin Clary	3/24/2021	1,500.00
11931	San Diego State University Foundation	3/24/2021	11,430.00
11932	School Pathways, LLC	3/24/2021	4,486.84
11933	Scott J. Budnik	3/24/2021	65.00
11934	Sean Bianco	3/24/2021	260.00
11935	Specialized Therapy Services, Inc	3/24/2021	1,645.00
11936	StaffRehab LLC	3/24/2021	299.50
11937	Studies Weekly	3/24/2021	64.84
11938	Teacher Synergy, LLC	3/24/2021	48.99
11939	Teaching Textbooks	3/24/2021	331.01
11940	The Lampo Group, LLC	3/24/2021	148.42
11941	The Music Store	3/24/2021	280.00
11942	The Strum Shop	3/24/2021	875.00
11943	Therapeutic Language Clinic, Inc.	3/24/2021	1,420.00
11944	Think Outside, LLC	3/24/2021	307.60
11945	Thomas Purvance	3/24/2021	1,120.00
11946	Time4Learning.com	3/24/2021	159.60
11947	Verizon Wireless	3/24/2021	3,278.65
11948	Wonder Crate	3/24/2021	164.65
11949	Writing With Kris	3/24/2021	975.00
11950	Yuko Ray	3/24/2021	102.00
11951	FJM Palms Associates, LLC	3/24/2021	4,907.00
11952	James Daniel MacKinnon	3/24/2021	750.00
11953	Citrus Heights Community Center	3/24/2021	3,946.68
11954	Independent Study HQ	3/24/2021	2,100.00
11955	Kelly Laliberte	3/24/2021	100.00
11956	Margaret Navarro Gupta	3/24/2021	750.00
11957	A Brighter Child	3/31/2021	289.62
11958	All About Learning Press, Inc.	3/31/2021	577.45
11959	All Star Gymnastics	3/31/2021	150.00
11960	BookShark	3/31/2021	1,289.75
11961	Bright Thinker	3/31/2021	124.49
11962	Celia Frazer	3/31/2021	300.00

**Clarksville Charter School****Check Register**

For the period ended March 31, 2021

Check Number	Vendor Name	Check Date	Check Amount
11963	Chess At Three	3/31/2021	160.00
11964	eat2explore	3/31/2021	104.80
11965	Equine Unlimited, Inc.	3/31/2021	1,390.00
11966	Foothill Taekwondo	3/31/2021	218.00
11967	Global Teletherapy	3/31/2021	25,407.10
11968	Hear Say Speech & Language Services	3/31/2021	475.00
11969	Home Science Tools	3/31/2021	79.69
11970	Jabbergym	3/31/2021	345.00
11971	Karina Sheremet	3/31/2021	280.00
11972	Lake View Charter School	3/31/2021	2,075.27
11973	McColgan & Associates Inc.	3/31/2021	2,800.00
11974	Provenance	3/31/2021	2,930.00
11975	Rainbow Resource Center	3/31/2021	334.79
11976	Satori Management, Inc	3/31/2021	320.00
11977	School of Rock Elk Grove & Roseville	3/31/2021	738.00
11978	Souza's Tutoring Tools	3/31/2021	3,945.00
11979	Summit Martial Arts and Leadership Academy	3/31/2021	149.00
11980	Tahoe Speech Therapy LLC	3/31/2021	420.00
11981	Teacher Synergy, LLC	3/31/2021	203.66
11982	The Cottonwood School	3/31/2021	4,636.09
11983	The Dance Academy	3/31/2021	45.00
11984	Think Outside, LLC	3/31/2021	255.65
<b>Total Disbursements in March</b>			<b><u>\$ 563,955.57</u></b>

## Clarksville Charter School

## Accounts Payable Aging

March 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
A Brighter Child	57258	3/4/2021	4/3/2021	\$ 19	\$ -	\$ -	\$ -	\$ -	\$ 19
A Brighter Child	57460	3/19/2021	4/18/2021	24.72	-	-	-	-	24.72
A Brighter Child	57461	3/19/2021	4/18/2021	126.53	-	-	-	-	126.53
A Brighter Child	57470	3/18/2021	4/17/2021	251.75	-	-	-	-	251.75
A Brighter Child	57490	3/15/2021	4/14/2021	433.48	-	-	-	-	433.48
A Brighter Child	57491	3/15/2021	4/14/2021	202.71	-	-	-	-	202.71
A Brighter Child	57533	3/15/2021	4/14/2021	51.80	-	-	-	-	51.80
A Brighter Child	57588	3/1/2021	3/31/2021	1,392.90	-	-	-	-	1,392.90
Activities for Learning, Inc.	382752	3/16/2021	4/15/2021	355.89	-	-	-	-	355.89
Alecia Rohde	JL-01-2021	3/19/2021	4/18/2021	630.00	-	-	-	-	630.00
All About Learning Press, Inc.	905771	2/3/2021	4/4/2021	159.90	-	-	-	-	159.90
All About Learning Press, Inc.	905784	2/3/2021	4/4/2021	179.85	-	-	-	-	179.85
All About Learning Press, Inc.	905836	2/8/2021	4/9/2021	119.80	-	-	-	-	119.80
All About Learning Press, Inc.	905837	2/8/2021	4/9/2021	159.90	-	-	-	-	159.90
All About Learning Press, Inc.	905957	2/19/2021	4/20/2021	159.90	-	-	-	-	159.90
All About Learning Press, Inc.	905995	2/23/2021	4/24/2021	48.90	-	-	-	-	48.90
All About Learning Press, Inc.	906004	2/23/2021	4/24/2021	52.90	-	-	-	-	52.90
All About Learning Press, Inc.	906224	3/15/2021	5/14/2021	159.90	-	-	-	-	159.90
All About Learning Press, Inc.	906265	3/17/2021	5/16/2021	159.90	-	-	-	-	159.90
All Star Gymnastics	414	3/1/2021	3/31/2021	1,491.70	-	-	-	-	1,491.70
Alona Kravchuk	113	3/11/2021	4/10/2021	1,000.00	-	-	-	-	1,000.00
Amazon Capital Services	1HHM-QGTM-47W1	7/14/2020	9/12/2020	(71.98)	-	-	-	-	(71.98)
Amazon Capital Services	1T34-3QMC-17XR	7/10/2020	9/8/2020	(277.78)	-	-	-	-	(277.78)
Amazon Capital Services	1V76-Y1VY-WRHQ	8/25/2020	10/24/2020	(48.80)	-	-	-	-	(48.80)
Amazon Capital Services	1XX9-J9J3-F7FH	7/10/2020	9/8/2020	(91.41)	-	-	-	-	(91.41)
Amy Walters	AW03312021	3/9/2021	4/8/2021	425.00	-	-	-	-	425.00
Art of Problem Solving	219080	3/17/2021	4/16/2021	96.00	-	-	-	-	96.00
Ballet Rejoice School For The Arts	0595	3/16/2021	3/16/2021	349.86	-	-	-	-	349.86
Beautiful Feet Books, Inc.	13893	3/4/2021	4/3/2021	271.50	-	-	-	-	271.50
Beautiful Feet Books, Inc.	13898	3/4/2021	4/3/2021	138.66	-	-	-	-	138.66
Beautiful Feet Books, Inc.	13905	3/5/2021	4/4/2021	140.06	-	-	-	-	140.06
Beautiful Feet Books, Inc.	13907	3/5/2021	4/4/2021	575.16	-	-	-	-	575.16
Beautiful Feet Books, Inc.	13908	3/5/2021	4/4/2021	136.59	-	-	-	-	136.59
Beautiful Feet Books, Inc.	13970	3/12/2021	4/11/2021	233.93	-	-	-	-	233.93
BeeLoved Farm	2021-Mar-APCampbell	3/5/2021	4/4/2021	800.00	-	-	-	-	800.00
Ben Gladstone	22-008	3/12/2021	4/11/2021	900.00	-	-	-	-	900.00
Bitsbox	3679	3/11/2021	4/10/2021	128.85	-	-	-	-	128.85
BookShark	31116555	3/3/2021	4/2/2021	513.97	-	-	-	-	513.97
BookShark	31117823	3/9/2021	4/8/2021	461.83	-	-	-	-	461.83
BookShark	31119156	3/12/2021	4/11/2021	943.74	-	-	-	-	943.74
Bright Thinker	SINV2751	3/9/2021	4/8/2021	124.49	-	-	-	-	124.49
CB Music	16758	3/16/2021	4/15/2021	396.00	-	-	-	-	396.00
Celia Frazer	104	3/2/2021	4/1/2021	150.00	-	-	-	-	150.00
Celia Frazer	204	3/2/2021	4/1/2021	150.00	-	-	-	-	150.00
Charter Impact, Inc.	10373	3/11/2021	4/10/2021	141.94	-	-	-	-	141.94
Charter Impact, Inc.	10390	3/11/2021	4/10/2021	200.00	-	-	-	-	200.00

## Clarksville Charter School

## Accounts Payable Aging

March 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Discount School Supply	P40215090101	3/2/2021	4/1/2021	116.94	-	-	-	-	116.94
Dolphin Swim School	2322472	2/23/2021	3/25/2021	130.00	-	-	-	-	130.00
E-Therapy LLC	18112	3/15/2021	4/14/2021	1,033.75	-	-	-	-	1,033.75
eat2explore	100917	3/5/2021	4/4/2021	132.25	-	-	-	-	132.25
eat2explore	100918	3/5/2021	4/4/2021	104.80	-	-	-	-	104.80
eat2explore	100928	3/14/2021	4/13/2021	219.65	-	-	-	-	219.65
eat2explore	100934	3/14/2021	4/13/2021	86.25	-	-	-	-	86.25
eat2explore	100938	3/15/2021	4/14/2021	84.85	-	-	-	-	84.85
eat2explore	100939	3/15/2021	4/14/2021	86.25	-	-	-	-	86.25
Educational Development Corporation	DIR8883807	3/3/2021	4/2/2021	153.91	-	-	-	-	153.91
Educational Development Corporation	DIR8883808	3/3/2021	4/2/2021	129.73	-	-	-	-	129.73
Educational Development Corporation	DIR8975705	3/15/2021	4/14/2021	17.51	-	-	-	-	17.51
El Dorado County Office of Education	20012834 Dec	3/31/2021	3/31/2021	35.35	-	-	-	-	35.35
El Dorado County Office of Education	ELDO033121	3/31/2021	3/31/2021	101,968.02	-	-	-	-	101,968.02
Equine Unlimited, Inc.	0054	3/18/2021	4/16/2021	300.00	-	-	-	-	300.00
Equine Unlimited, Inc.	0055	3/18/2021	4/16/2021	500.00	-	-	-	-	500.00
Equine Unlimited, Inc.	0056	3/18/2021	4/16/2021	160.00	-	-	-	-	160.00
Equine Unlimited, Inc.	0057	3/18/2021	4/16/2021	180.00	-	-	-	-	180.00
Equine Unlimited, Inc.	0058	3/18/2021	3/16/2021	50.00	-	-	-	-	50.00
Equine Unlimited, Inc.	0059	3/18/2021	4/16/2021	200.00	-	-	-	-	200.00
Equine Unlimited, Inc.	006	3/18/2021	4/16/2021	40.00	-	-	-	-	40.00
Equine Unlimited, Inc.	0060	3/18/2021	4/16/2021	40.00	-	-	-	-	40.00
Equine Unlimited, Inc.	0062	3/18/2021	4/16/2021	500.00	-	-	-	-	500.00
Equine Unlimited, Inc.	0064	3/18/2021	4/16/2021	500.00	-	-	-	-	500.00
Equine Unlimited, Inc.	0065	3/18/2021	3/16/2021	40.00	-	-	-	-	40.00
Equine Unlimited, Inc.	0066	3/18/2021	4/16/2021	40.00	-	-	-	-	40.00
Equine Unlimited, Inc.	0067	3/18/2021	4/16/2021	450.00	-	-	-	-	450.00
Equine Unlimited, Inc.	0072	3/18/2021	4/16/2021	1,820.00	-	-	-	-	1,820.00
Eric Hellberg	14	3/2/2021	4/1/2021	420.00	-	-	-	-	420.00
Foothill Taekwondo	FH-03-21	3/9/2021	4/8/2021	109.00	-	-	-	-	109.00
Foothill Taekwondo	GH-03-21	3/9/2021	4/8/2021	109.00	-	-	-	-	109.00
Foothill Taekwondo	JH-03-21	3/9/2021	4/8/2021	109.00	-	-	-	-	109.00
Forever Dance Lake Tahoe	46053	3/1/2021	3/31/2021	615.00	-	-	-	-	615.00
Gavin Dague	6	3/20/2021	4/19/2021	600.00	-	-	-	-	600.00
Gina Burdick	111	3/2/2021	4/1/2021	300.00	-	-	-	-	300.00
Gina Burdick	112	3/2/2021	4/1/2021	750.00	-	-	-	-	750.00
Gina Burdick	113	3/2/2021	4/1/2021	225.00	-	-	-	-	225.00
Global Teletherapy	4615	3/8/2021	4/7/2021	25,645.55	-	-	-	-	25,645.55
Griffin Tutoring	2021-marCLA-1	3/9/2021	4/8/2021	180.00	-	-	-	-	180.00
Hands 4 Building, LLC	2300	3/18/2021	4/17/2021	147.99	-	-	-	-	147.99
Hands 4 Building, LLC	2301	3/18/2021	4/17/2021	126.99	-	-	-	-	126.99
Hilary Anthony	096	3/10/2021	4/9/2021	460.00	-	-	-	-	460.00
Hilary Anthony	097	3/10/2021	4/9/2021	65.00	-	-	-	-	65.00
Hilary Anthony	098	3/10/2021	4/9/2021	460.00	-	-	-	-	460.00
Home Science Tools	1103883A	3/2/2021	4/1/2021	140.37	-	-	-	-	140.37
Homeschool Spanish Academy	2021 - 01	3/4/2021	4/3/2021	1,142.00	-	-	-	-	1,142.00
Independent Study HQ	1057	3/13/2021	4/12/2021	1,000.00	-	-	-	-	1,000.00

## Clarksville Charter School

## Accounts Payable Aging

March 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Independent Study HQ	1058	3/13/2021	4/12/2021	1,375.51	-	-	-	-	1,375.51
Independent Study HQ	1059	3/13/2021	4/12/2021	700.00	-	-	-	-	700.00
Independent Study HQ	1060	3/13/2021	4/12/2021	1,024.06	-	-	-	-	1,024.06
Independent Study HQ	1061	3/13/2021	4/12/2021	1,400.00	-	-	-	-	1,400.00
Institute for Excellence in Writing	766886	3/2/2021	4/2/2021	149.28	-	-	-	-	149.28
Institute for Excellence in Writing	768142	3/10/2021	4/10/2021	172.55	-	-	-	-	172.55
Institute for Excellence in Writing	769675	3/17/2021	4/17/2021	301.85	-	-	-	-	301.85
Irina Samarina	304	3/5/2021	4/4/2021	400.00	-	-	-	-	400.00
Jabbergym	13473	3/4/2021	4/3/2021	795.00	-	-	-	-	795.00
Jennifer Steward	10021	3/3/2021	4/2/2021	4,080.00	-	-	-	-	4,080.00
Jennifer Steward	10022	3/3/2021	4/2/2021	945.00	-	-	-	-	945.00
Jennifer Androkitis	2235 VCA S21	3/9/2021	4/8/2021	1,035.00	-	-	-	-	1,035.00
Jenny Thompson	015-aa	3/9/2021	4/8/2021	1,500.00	-	-	-	-	1,500.00
JJ Music Lessons	23	3/4/2021	4/3/2021	1,160.00	-	-	-	-	1,160.00
Jostens Inc	739940	2/22/2021	2/22/2021	(67.61)	-	-	-	-	(67.61)
Jostens Inc	745197	2/25/2021	3/27/2021	66.21	-	-	-	-	66.21
K3 Syncopation, LLC (Bach To Rock, Rocklin)	164	3/10/2021	4/9/2021	240.00	-	-	-	-	240.00
Katherine Walker	ME-1	3/2/2021	4/1/2021	195.00	-	-	-	-	195.00
Katherine Walker	ME-2	3/2/2021	4/1/2021	260.00	-	-	-	-	260.00
Katherine Walker	PE-1	3/2/2021	4/1/2021	195.00	-	-	-	-	195.00
Kimberly Malta	501	3/5/2021	4/4/2021	466.67	-	-	-	-	466.67
KiwiCo, Inc.	FEB-21-CLARK-1	2/15/2021	4/1/2021	3,449.70	-	-	-	-	3,449.70
KiwiCo, Inc.	FEB-21-CLARK-2	2/28/2021	4/14/2021	2,082.17	-	-	-	-	2,082.17
KiwiCo, Inc.	MAR-21-CLARK-1	3/15/2021	4/29/2021	1,513.46	-	-	-	-	1,513.46
Learning Without Tears	INV104184	3/3/2021	4/2/2021	51.73	-	-	-	-	51.73
Learning Without Tears	INV104221	3/3/2021	4/2/2021	50.65	-	-	-	-	50.65
Learning Without Tears	INV104284	3/2/2021	4/1/2021	9.99	-	-	-	-	9.99
Letme Technologies	ICCS_2102	3/10/2021	4/9/2021	495.00	-	-	-	-	495.00
Lotus Educational Services, Inc.	1794	3/4/2021	4/3/2021	658.69	-	-	-	-	658.69
Mariko Reeves	16	3/6/2021	4/5/2021	400.00	-	-	-	-	400.00
Math-U-See Inc	0691043-IN	2/3/2021	4/3/2021	112.00	-	-	-	-	112.00
Math-U-See Inc	0693656-IN	2/19/2021	4/19/2021	131.00	-	-	-	-	131.00
Math-U-See Inc	0693658-IN	2/19/2021	4/20/2021	136.00	-	-	-	-	136.00
Math-U-See Inc	0696334-IN	3/4/2021	5/3/2021	119.00	-	-	-	-	119.00
Math-U-See Inc	0697432-IN	3/11/2021	5/10/2021	68.00	-	-	-	-	68.00
Math-U-See Inc	0697434-IN	3/11/2021	5/10/2021	173.00	-	-	-	-	173.00
Math-U-See Inc	0697435-IN	3/11/2021	5/10/2021	58.00	-	-	-	-	58.00
MEL Science U.S., LLC	TE2021030905	3/9/2021	4/8/2021	209.40	-	-	-	-	209.40
Michelle Jones	133	3/2/2021	4/1/2021	130.00	-	-	-	-	130.00
Michelle Jones	134	3/2/2021	4/1/2021	130.00	-	-	-	-	130.00
Michelle Jones	135	3/2/2021	4/1/2021	130.00	-	-	-	-	130.00
Michelle Jones	136	3/2/2021	4/1/2021	130.00	-	-	-	-	130.00
Michelle Jones	137	3/2/2021	4/1/2021	130.00	-	-	-	-	130.00
Michelle Jones	138	3/2/2021	4/1/2021	130.00	-	-	-	-	130.00
Michelle Jones	139	3/4/2021	4/3/2021	260.00	-	-	-	-	260.00
Michelle Jones	140	3/4/2021	4/3/2021	260.00	-	-	-	-	260.00
Michelle Jones	141	3/4/2021	4/3/2021	260.00	-	-	-	-	260.00

## Clarksville Charter School

## Accounts Payable Aging

March 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Michelle Jones	142	3/16/2021	4/15/2021	260.00	-	-	-	-	260.00
Michelle Jones	143	3/16/2021	4/15/2021	260.00	-	-	-	-	260.00
Moving Beyond the Page	250697	3/15/2021	4/14/2021	9.90	-	-	-	-	9.90
MoxieBox Art, Inc.	7414	3/9/2021	4/8/2021	143.18	-	-	-	-	143.18
Nancy Barcal	CL-022021	3/1/2021	3/31/2021	1,540.00	-	-	-	-	1,540.00
Nicole Howton	03192021	3/19/2021	4/18/2021	540.00	-	-	-	-	540.00
Nicole Thomas	3042	3/9/2021	4/8/2021	129.00	-	-	-	-	129.00
Northern California Children's Chorus	533	3/11/2021	4/10/2021	508.90	-	-	-	-	508.90
Olha Shevchyk	2021032	3/6/2021	4/5/2021	360.00	-	-	-	-	360.00
On The GO Academy	Spring 2021-18	3/5/2021	4/4/2021	250.00	-	-	-	-	250.00
Peace Hill Press, Inc. dba Well Trained Mind Press	53712	3/16/2021	4/15/2021	46.85	-	-	-	-	46.85
Peace Hill Press, Inc. dba Well Trained Mind Press	53714	3/16/2021	4/15/2021	21.85	-	-	-	-	21.85
Pearson Education Inc.	6001561057	1/22/2020	2/21/2020	(189.95)	-	-	-	-	(189.95)
PresenceLearning, Inc.	INV41008	3/5/2021	4/4/2021	10,277.30	-	-	-	-	10,277.30
Provenance	4630	3/3/2021	4/2/2021	35.94	-	-	-	-	35.94
R&D Educational Systems Inc. Sombrero Time	12402	3/1/2021	3/31/2021	900.00	-	-	-	-	900.00
Rainbow Resource Center	3328224	3/3/2021	4/2/2021	160.89	-	-	-	-	160.89
Rainbow Resource Center	3328933	3/3/2021	4/2/2021	125.46	-	-	-	-	125.46
Rainbow Resource Center	3329884	3/4/2021	4/3/2021	122.47	-	-	-	-	122.47
Rainbow Resource Center	3329994	3/4/2021	4/3/2021	134.17	-	-	-	-	134.17
Rainbow Resource Center	3332788	3/4/2021	4/3/2021	118.37	-	-	-	-	118.37
Rainbow Resource Center	3333475	3/5/2021	4/4/2021	80.62	-	-	-	-	80.62
Rainbow Resource Center	3333628	3/5/2021	4/4/2021	39.03	-	-	-	-	39.03
Rainbow Resource Center	3333792	3/5/2021	4/4/2021	80.71	-	-	-	-	80.71
Rainbow Resource Center	3333849	3/5/2021	4/4/2021	190.87	-	-	-	-	190.87
Rainbow Resource Center	3335684	3/8/2021	4/7/2021	67.55	-	-	-	-	67.55
Rainbow Resource Center	3335685	3/8/2021	4/7/2021	32.17	-	-	-	-	32.17
Rainbow Resource Center	3336416	3/9/2021	4/8/2021	30.83	-	-	-	-	30.83
Rainbow Resource Center	3337071	3/9/2021	4/8/2021	89.86	-	-	-	-	89.86
Rainbow Resource Center	3337091	3/9/2021	4/8/2021	313.25	-	-	-	-	313.25
Rainbow Resource Center	3337103	3/9/2021	4/8/2021	168.20	-	-	-	-	168.20
Rainbow Resource Center	3337409	3/9/2021	4/8/2021	111.43	-	-	-	-	111.43
Rainbow Resource Center	3340833	3/12/2021	4/11/2021	143.98	-	-	-	-	143.98
Rainbow Resource Center	3340834	3/12/2021	4/11/2021	85.82	-	-	-	-	85.82
Rainbow Resource Center	3340835	3/12/2021	4/11/2021	211.24	-	-	-	-	211.24
Rainbow Resource Center	3340836	3/12/2021	4/11/2021	220.30	-	-	-	-	220.30
Rainbow Resource Center	3340837	3/12/2021	4/11/2021	55.66	-	-	-	-	55.66
Rainbow Resource Center	3340840	3/12/2021	4/11/2021	229.74	-	-	-	-	229.74
Rainbow Resource Center	3340846	3/12/2021	4/11/2021	316.81	-	-	-	-	316.81
Rainbow Resource Center	3341144	3/12/2021	4/11/2021	165.50	-	-	-	-	165.50
Rainbow Resource Center	3341145	3/12/2021	4/11/2021	139.76	-	-	-	-	139.76
Rainbow Resource Center	3341155	3/12/2021	4/11/2021	45.70	-	-	-	-	45.70
Rainbow Resource Center	3341950	3/15/2021	4/14/2021	266.06	-	-	-	-	266.06
Rainbow Resource Center	3341951	3/15/2021	4/14/2021	39.23	-	-	-	-	39.23
Rainbow Resource Center	3341953	3/15/2021	4/14/2021	64.75	-	-	-	-	64.75
Rainbow Resource Center	3341958	3/15/2021	4/14/2021	169.85	-	-	-	-	169.85
Rainbow Resource Center	3342315	3/15/2021	4/14/2021	275.91	-	-	-	-	275.91

## Clarksville Charter School

## Accounts Payable Aging

March 31, 2021

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Rainbow Resource Center	3342642	3/16/2021	4/15/2021	39.65	-	-	-	-	39.65
Sacramento Ballet Association	2021-219-JD	3/4/2021	4/3/2021	95.00	-	-	-	-	95.00
Sacramento Ballet Association	2021-220-CD	3/4/2021	4/3/2021	175.00	-	-	-	-	175.00
School of Rock Elk Grove & Roseville	1093	3/3/2021	4/2/2021	195.00	-	-	-	-	195.00
School of Rock Elk Grove & Roseville	1096	3/3/2021	4/2/2021	250.00	-	-	-	-	250.00
Scott J. Budnik	34	3/8/2021	4/7/2021	60.00	-	-	-	-	60.00
Singapore Math Inc.	409492	3/3/2021	4/2/2021	56.96	-	-	-	-	56.96
Singapore Math Inc.	410433	3/12/2021	4/11/2021	130.84	-	-	-	-	130.84
Singapore Math Inc.	410788	3/16/2021	4/15/2021	47.87	-	-	-	-	47.87
Spotlight Music Lessons LLC	6	3/19/2021	3/19/2021	500.00	-	-	-	-	500.00
Stephanie Strong	19	3/20/2021	4/19/2021	400.00	-	-	-	-	400.00
Tahoe Speech Therapy LLC	P1051-14	3/3/2021	4/2/2021	205.00	-	-	-	-	205.00
TalkBox.Mom, Inc.	530555	3/19/2021	4/18/2021	258.60	-	-	-	-	258.60
Teacher Synergy, LLC	147781060	3/15/2021	4/5/2021	29.99	-	-	-	-	29.99
Teaching Textbooks	33872	3/2/2021	4/1/2021	67.08	-	-	-	-	67.08
Teaching Textbooks	33873	3/2/2021	4/1/2021	142.53	-	-	-	-	142.53
Teaching Textbooks	33901	3/2/2021	4/1/2021	55.45	-	-	-	-	55.45
Teaching Textbooks	33923	3/4/2021	4/3/2021	55.08	-	-	-	-	55.08
Teaching Textbooks	33924	3/4/2021	4/3/2021	55.08	-	-	-	-	55.08
Teaching Textbooks	33971	3/8/2021	4/7/2021	43.08	-	-	-	-	43.08
Teaching Textbooks	34008	3/9/2021	4/8/2021	43.08	-	-	-	-	43.08
Teaching Textbooks	34013	3/10/2021	4/9/2021	43.08	-	-	-	-	43.08
Teaching Textbooks	34070	3/12/2021	4/11/2021	55.45	-	-	-	-	55.45
Teaching Textbooks	34071	3/12/2021	4/11/2021	55.45	-	-	-	-	55.45
The Cottonwood School	3112021CV	3/11/2021	4/10/2021	4,636.09	-	-	-	-	4,636.09
The Dance Academy	52609-C007	3/25/2021	4/24/2021	225.00	-	-	-	-	225.00
The Dance Academy	95458-C001-CLA	3/25/2021	4/24/2021	75.00	-	-	-	-	75.00
The Dance Academy	95458-C002-CLA	3/25/2021	4/24/2021	75.00	-	-	-	-	75.00
The Dance Academy	95458-C003-CLA	3/25/2021	4/24/2021	75.00	-	-	-	-	75.00
The Dance Academy	95458-C004-CLA	3/25/2021	4/24/2021	75.00	-	-	-	-	75.00
The Dance Academy	95655-C002	3/25/2021	4/24/2021	15.00	-	-	-	-	15.00
The Dance Academy	95655-C003	3/25/2021	4/24/2021	45.00	-	-	-	-	45.00
The Dance Academy	95655-C004	3/25/2021	4/24/2021	30.00	-	-	-	-	30.00
The Dance Academy	95655-C005	3/25/2021	4/24/2021	90.00	-	-	-	-	90.00
The Dance Academy	95655-C006	3/25/2021	4/24/2021	60.00	-	-	-	-	60.00
Think Outside, LLC	113064	3/13/2021	4/12/2021	153.80	-	-	-	-	153.80
Timberdoodle.com	355373	2/10/2021	4/11/2021	110.05	-	-	-	-	110.05
Total Education Solutions, dba TES Therapy	3239426	3/15/2021	4/15/2021	3,507.50	-	-	-	-	3,507.50
Trigger Memory Co	2551	3/6/2021	4/5/2021	56.45	-	-	-	-	56.45
Trigger Memory Co	2552	3/6/2021	4/5/2021	56.45	-	-	-	-	56.45
Voice Academy	81	3/16/2021	3/25/2021	160.00	-	-	-	-	160.00
Well-Trained Mind Academy	927	3/23/2021	3/23/2021	175.50	-	-	-	-	175.50
Wonder Crate	CCS004	3/10/2021	4/9/2021	179.80	-	-	-	-	179.80
Writing With Kris	PO 21SprCV2	3/19/2021	4/18/2021	1,957.95	-	-	-	-	1,957.95
Y Corporation dba Mathnasium	61421	3/2/2021	4/1/2021	560.00	-	-	-	-	560.00
Y Corporation dba Mathnasium	61423	3/2/2021	4/1/2021	260.00	-	-	-	-	260.00
Y Corporation dba Mathnasium	61428	3/2/2021	4/1/2021	260.00	-	-	-	-	260.00

**Clarksville Charter School**

**Accounts Payable Aging**

**March 31, 2021**

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Y Corporation dba Mathnasium	61429	3/2/2021	4/1/2021	260.00	-	-	-	-	260.00
Young, Minney & Corr, LLP - CA Trust	70095	3/5/2021	4/4/2021	1,540.77	-	-	-	-	1,540.77
Zaner-Bloser	10284881	3/19/2021	4/18/2021	48.24	-	-	-	-	48.24
Zaner-Bloser	10285073	3/22/2021	4/21/2021	50.62	-	-	-	-	50.62
<b>Total Outstanding Payables in March</b>				<b>\$ 220,552</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 220,552</b>

## Clarksville Charter School

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

For the period ended March 31, 2021

Account	Account Description	Account Balance
9180	Due (to)/from Inspire Charter Service	\$ <u>780,413.48</u>
<b>Total Due (to)/from Balance</b>		<b>\$ <u>780,413</u></b>

# Coversheet

## 2019-2020 Annual Audit (p. 65-103)

**Section:** II. Finance  
**Item:** B. 2019-2020 Annual Audit (p. 65-103)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** ClarksvilleCharterAudit.Rpt.Final.pdf



# Clarksville Charter School #1891

El Dorado County  
El Dorado Hills, California

Audit Report

June 30, 2020



**CLARKSVILLE CHARTER SCHOOL**  
 Financial Statements and Supplemental Information  
 Year Ended June 30, 2020

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Brian K. Hadley, CPA  
Aubrey W. Mann, CPA  
Kevin A. Sproul, CPA

## Independent Auditor's Report

To the Board of Trustees of  
Clarksville Charter School  
El Dorado Hills, California

### Report on the Financial Statements

We have audited the accompanying financial statements of Clarksville Charter School, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Clarksville Charter School as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information identified in the table of contents, as required by the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 29, 2021, on our consideration of Clarksville Charter School' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

*Wilkinson Hadley King + LLP*

El Cajon, California  
March 29, 2021

## Financial Statements

**CLARKSVILLE CHARTER SCHOOL**

## Statement of Financial Position

June 30, 2020

**Assets**

Cash and cash equivalents	\$ 889,812
Accounts receivable	2,030,685
Accounts receivable - related entities	780,413
Prepaid expenses	126,359
Security deposits	5,500
Property and equipment, net	11,879
Total Assets	<u>\$ 3,844,648</u>

**Liabilities and Net Assets**

## Liabilities

Accounts payable	\$ 495,731
Accounts payable - related entities	79,798
Accrued expenses and other liabilities	354,708
Short term loans payable	2,626,066
Total Liabilities	<u>3,556,303</u>

## Net Assets

Without donor restrictions	
Undesignated	276,466
Invested in property and equipment, net of related debt	11,879
	<u>288,345</u>
With donor restrictions	<u>-</u>
Total Net Assets	288,345
Total Liabilities and Net Assets	<u>\$ 3,844,648</u>

The accompanying notes are an integral part of this statement.

**CLARKSVILLE CHARTER SCHOOL**Statement of Activities  
Year Ended June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
<b>Revenue, Support, and Gains</b>			
Local Control Funding Formula (LCFF) sources			
State aid	\$ 8,077,985	\$ -	\$ 8,077,985
Education protection account state aid	231,630	-	231,630
Transfers in lieu of property taxes	2,088,422	-	2,088,422
Total LCFF sources	<u>10,398,037</u>	<u>-</u>	<u>10,398,037</u>
Federal contracts and grants	-	115,918	115,918
State contracts and grants	146,586	600,915	747,501
Interest income	347	-	347
Net assets released from restriction -			
Grant restrictions satisfied	716,833	(716,833)	-
Total revenue, support, and gains	<u>11,261,803</u>	<u>-</u>	<u>11,261,803</u>
<b>Expenses and Losses</b>			
Program services expense	9,199,018	-	9,199,018
Supporting services expense	1,857,825	-	1,857,825
Total expenses and losses	<u>11,056,843</u>	<u>-</u>	<u>11,056,843</u>
<b>Change in Net Assets</b>	204,960	-	204,960
<b>Net Assets, Beginning of Year</b>	<u>83,385</u>	<u>-</u>	<u>83,385</u>
<b>Net Assets, End of Year</b>	<u>\$ 288,345</u>	<u>\$ -</u>	<u>\$ 288,345</u>

The accompanying notes are an integral part of this statement.

## CLARKSVILLE CHARTER SCHOOL

## Statement of Functional Expenses

Year Ended June 30, 2020

	<u>Program Services</u>	<u>Supporting Services</u>	<u>Total</u>
	<u>Educational Programs</u>	<u>Management and General</u>	
Salaries and Wages	\$ 4,569,991	\$ 596,097	\$ 5,166,088
Pension expense	684,136	89,237	773,373
Other employee benefits	442,337	57,697	500,034
Payroll taxes	76,512	9,980	86,492
Fees for services:			
Management	-	367,841	367,841
Legal	-	22,045	22,045
Audit	-	10,150	10,150
Other fees - Professional consulting	1,950,779	2,651	1,953,430
Other fees - District oversight	-	311,941	311,941
Other fees - Banking and service charges	-	21,289	21,289
Advertising and promotion	-	750	750
Office expenses	221	-	221
Information technology	1,930	-	1,930
Travel	-	12,057	12,057
Interest	-	308,526	308,526
Depreciation	2,152	-	2,152
Insurance	-	47,564	47,564
Other expenses:			
Books and supplies	969,333	-	969,333
Special education encroachment	414,595	-	414,595
Student events	85,569	-	85,569
Miscellaneous	1,463	-	1,463
Total expenses by function	<u>\$ 9,199,018</u>	<u>\$ 1,857,825</u>	<u>\$ 11,056,843</u>

The accompanying notes are an integral part of this statement.

**CLARKSVILLE CHARTER SCHOOL**Statement of Cash Flows  
Year Ended June 30, 2020

<b>Cash Flows from Operating Activities</b>	
Receipts from federal, state, and local contracts and grants	\$ 7,556,190
Receipts from property taxes	2,088,422
Other receipts	347
Payments for salaries and benefits	(6,422,369)
Payments to vendors	(5,040,379)
<b>Net Cash Used For Operating Activities</b>	<u>(1,817,789)</u>
<b>Cash Flows from Investing Activities</b>	
Purchases of property and equipment	(5,242)
<b>Net Cash From Investing Activities</b>	<u>(5,242)</u>
<b>Cash Flows from Financing Activities</b>	
Proceeds from Paycheck Protection Program	2,626,066
Principal payment on capital leases	(43,593)
Interest paid	(308,526)
<b>Net Cash From Financing Activities</b>	<u>2,273,947</u>
<b>Net Change in Cash and Cash Equivalents</b>	450,916
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>438,896</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 889,812</u>
<b>Reconciliation of Change in Net Assets to Net Cash Used For Operating Activities</b>	
Change in net assets	\$ 204,960
Adjustments to reconcile change in net assets to net cash:	
Depreciation and amortization	2,152
Interest paid	308,526
Changes in operating assets and liabilities	
(Increase) Decrease in assets	
Accounts receivable	(1,616,844)
Accounts receivable - related entities	(499,021)
Prepaid expenses	193,457
Security deposits	7,500
Increase (Decrease) in liabilities	
Accounts payable	342,179
Accounts payable - related entities	(864,316)
Accrued expenses and other liabilities	103,618
<b>Net Cash Used For Operating Activities</b>	<u>\$ (1,817,789)</u>

The accompanying notes are an integral part of this statement.

**CLARKSVILLE CHARTER SCHOOL**

Notes to the Financial Statements  
Year Ended June 30, 2020

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**A. Principal Activity and Summary of Significant Accounting Policies***Organization*

Clarksville Charter School (the School) was formed on May 24, 2017 as a charter school pursuant to California Education Code §47600 under a charter agreement with Buckeye Union Elementary School District (the District). The School became a nonprofit public benefit corporation on December 12, 2017. The charter agreement was approved by Buckeye Union Elementary School District and submitted to the California Board of Education in May 2017. The school began operations on July 1, 2017.

Clarksville Charter School is a tuition-free, K-12 independent study charter school. The School offers an online and offline based curriculum, academically accelerated instructional program with thematic units, project-based learning, and enriched to support students who have the desire to work ahead or work deeper in their studies.

*Basis of Accounting*

The financial statements were prepared in accordance with accounting principles generally accepted in the United States of America as applicable to not-for-profit organizations. The School uses the accrual basis of accounting, under which revenues are recognized when they are earned, and expenditures are recognized in the accounting period in which the liability is incurred.

*Cash and Cash Equivalents*

The School considers all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents.

*Accounts Receivable*

Accounts receivables consist primarily of noninterest-bearing amounts due to the School for federal, state, and local grants and contracts receivable. The amounts in accounts receivable are considered fully collectable and as such there has not been an allowance for uncollectable accounts or discount established for the School.

*Property and Equipment*

The School records property and equipment additions over \$5,000 at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any resulting gain or loss is included in the statements of activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed in the current period.

**CLARKSVILLE CHARTER SCHOOL**

## Notes to the Financial Statements

Year Ended June 30, 2020

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The School reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2020.

*Investments*

The School records investment purchases at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values on the statement of financial position. Net investment return/(loss) is reported in the statement of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses.

*Net Assets*

Net assets, revenues, gains and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

*Net Assets With Donor Restrictions* – Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

*Revenue and Revenue Recognition*

The School recognizes revenue from sales when the products are transferred, and services are provided. The school records special events revenue equal to the cost of direct benefits to donors, and contribution revenue for the difference. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. The School's federal, state, and local contracts and grants are conditioned upon certain performance requirements and the incurrence of allowable qualifying expense. Consequently, at June 30, 2020 there were no conditional contributions, federal, state and local contracts recognized in the accompanying financial statements.

*Donated Services and In-Kind Contributions*

Volunteers contribute significant amounts of time to the School's program services, administration, and fundraising and developing activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles.

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

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*Advertising*

Advertising costs are expensed as incurred and approximated \$750 during the year ended June 30, 2020.

*Functional Allocation of Expenses*

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the program and supporting services benefited.

*Income Taxes*

The School is a 509(a)(1) publicly supported non-profit organization that is exempt from income taxes under Sections 501(a) and 501(c)(3) of the Internal Revenue Code. The School is also exempt from California franchise or income tax under Section 23701d of the California Revenue and Taxation Code. The School may be subject to tax on income which is not related to its exempt purpose. For the year ended June 30, 2020, no such unrelated business income was reported and, therefore, no provision for income taxes has been made.

The School follows provisions of uncertain tax positions as addressed in ASC 958. The School recognizes accrued interest and penalties associated with uncertain tax positions as part of the income tax provision, when applicable. There are no amounts accrued in the financial statements related to uncertain tax positions for the year ended June 30, 2020.

*Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles requires the School to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

*Financial Instruments and Credit Risk*

The School manages deposit concentration risk by placing cash with financial institutions believed by the School to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, the School has not experienced losses in any of these accounts. Credit risk associated with contributions receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from board members and individuals supportive of the Schools mission.

*LCFF Revenues and Payments in Lieu of Property Taxes*

The School's primary funding source is a combination of local property taxes and state revenues. The California Department of Education computes the local control funding formula (LCFF) on statewide charter school rates multiplied by the School's average daily attendance (ADA) as reported at the second principal apportionment period (P2). The result is then reduced by property tax revenues transferred from the District to the School, which is funding in lieu of property taxes, and education protection account funds paid by the state under Proposition 30. The remaining balance is paid from the state general fund, in the form of LCFF State Aid. LCFF funding sources, inclusive of state and local sources, made up 92.33% of the School's revenue.

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

The School is not at risk of losing these funding sources, as long as the schools maintain a steady level of ADA, as these funding sources are mandated by the California State Constitution to fund schools.

*New Accounting Guidance*

The Financial Accounting Standards Board (FASB) has issued the following Accounting Standards Updates (ASU) that became effective during the 2019-20 fiscal year:

1. FASB ASU 2014-09 *Revenue from Contracts with Customers (Topic 606)*
2. FASB ASU 2015-14 *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*
3. FASB ASU 2016-01 *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities.*
4. FASB ASU 2016-04 *Liabilities – Extinguishments of Liabilities (Subtopic 405-20): Recognition of Breakage for Certain Prepaid Stored-Value Products* (a consensus of the Emerging Issues Task Force).
5. FASB ASU 2016-08 *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net).*
6. FASB ASU 2016-10 *Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing.*
7. FASB ASU 2016-12 *Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients.*
8. FASB ASU 2016-15 *Statement of Cash Flows (Topic 230) Classification of Certain Cash Receipts and Cash Payments* (a consensus of the Emerging Issues Task Force).
9. FASB ASU 2016-16 *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other than Inventory*
10. FASB ASU 2016-20 *Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers.*
11. FASB ASU 2017-01 *Business Combinations (Topic 805): Clarifying the Definition of a Business*
12. FASB ASU 2017-05 *Other Income – Gains and Losses from the Derecognition of Nonfinancial Assets (Subtopic 610-20): Clarifying the Scope of Asset Derecognition Guidance and Accounting for Partial Sales of Nonfinancial Assets.*
13. FASB ASU 2017-07 *Compensation – Retirement Benefits (Topic 715): Improving Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost.*
14. FASB ASU 2018-03 *Technical Corrections and Improvements to Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities.*
15. FASB ASU 2018-09 *Codification Improvements*
16. FASB ASU 2020-04 *Reference Rate Reform (Topic 848) Facilitation of the Effects of Reference Rate Reform on Financial Reporting.*
17. FASB ASU 2020-05 *Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842): Effective Dates for Certain Entities.*

These updates were issued to provide clarification and simplification in accounting for certain transactions. In addition, they provide for additional note disclosures to create transparency involving these transactions. The updates effective during the 2019-20 fiscal year did not impact the financial accounting or presentation for the School.

*Subsequent Events*

In preparing these financial statements, the School has evaluated events and transactions for potential recognition or disclosure through March 29, 2021, the date the financial statements were available to be issued.

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

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**B. Liquidity and Availability**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash and cash equivalents	\$	889,812
Accounts receivable		2,030,685
Accounts receivable - related entities		<u>780,413</u>
	\$	<u><u>3,700,910</u></u>

**C. Cash and Cash Equivalents**

Cash and cash equivalents at June 30, 2020 consisted of the following:

Cash in bank accounts	\$	889,812
Total cash and cash equivalents	\$	<u><u>889,812</u></u>

*Cash in Bank*

The School's remaining cash (\$889,812 as of June 30, 2020) is held in financial institutions which are either insured by the Federal Deposit Insurance Corporation (FDIC) up to a limit of \$250,000 per depositor or certain non-interest-bearing accounts that are fully insured by the FDIC. As of June 30, 2020, the School held \$684,532 in excess of the FDIC insured amounts. The School reduces its exposure to risk by maintaining such deposits with high quality financial institutions. The School has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk.

**D. Accounts Receivable**

As of June 30, 2020, accounts receivable consisted of the following:

Federal Government		
Special Education	\$	115,918
State Government		
Education Protection Account		58,554
State Aid		977,011
Lottery Funding		94,014
Special Education		70,728
Local Government		
Property tax payments		174,611
Other Local Sources		
Other local sources		<u>539,849</u>
Total Accounts Receivable	\$	<u><u>2,030,685</u></u>

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

**E. Prepaid Expenses**

As of June 30, 2020, prepaid expenses consisted of the following:

DIVVY account	\$	121,477
Service contracts		4,882
Total Prepaid Expenses	<u>\$</u>	<u>126,359</u>

**F. Property and Equipment**

Property and equipment consisted of the following at June 30, 2020:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Non-Depreciable Capital Assets				
Work in Progress	\$ -	\$ 5,243	\$ -	\$ 5,243
Total Non-Depreciable Capital Assets	<u>-</u>	<u>5,243</u>	<u>-</u>	<u>5,243</u>
Depreciable Capital Assets				
Leasehold Improvements	\$ 10,762	\$ -	\$ -	\$ 10,762
Total Depreciable Capital Assets	<u>10,762</u>	<u>-</u>	<u>-</u>	<u>10,762</u>
Total Capital Assets	<u>10,762</u>	<u>5,243</u>	<u>-</u>	<u>16,005</u>
Less Accumulated Depreciation	<u>(1,973)</u>	<u>(2,153)</u>	<u>-</u>	<u>(4,126)</u>
Capital Assets, Net	<u>\$ 8,789</u>	<u>\$ 3,090</u>	<u>\$ -</u>	<u>\$ 11,879</u>

**G. Accounts Payable**

As of June 30, 2020, accounts payable consisted of the following:

Vendors	\$	374,795
El Dorado County Office of Education		120,936
Total Accounts Payable	<u>\$</u>	<u>495,731</u>

**H. Accrued Expenses and Other Benefits**

As of June 30, 2020, accounts payable and accrued expenses and other benefits consisted of the following:

Buckeye Union Elementary School District - Oversight fees	\$	311,941
Accrued Salaries		6,759
Accrued Pension and Benefits		36,008
Total Accrued Expenses and Other Benefits	<u>\$</u>	<u>354,708</u>

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

**I. Short Term Loan Payable***Short Term Loan Payable*

During the 2019-20 year the School entered into agreements with Charter School Capital (CSC), whereby CSC provided discounted cash up front secured by future accounts receivables. The receivables get collected by the School following which a payment is made to CSC. The total face value and discount of receivables is shown below.

<u>Date of Agreement</u>	<u>Face Value of Receivable</u>	<u>Discount of Receivable</u>	<u>Cash Received</u>	<u>Effective Interest Rate</u>
10/25/2019	\$ 1,324,500	\$ 48,145	\$ 1,276,355	22.04%
11/25/2019	1,508,800	76,100	1,432,700	17.58%
1/10/2020	72,200	2,939	69,261	19.12%
1/27/2020	755,400	33,875	721,525	18.23%
3/27/2020	834,300	37,766	796,534	18.22%
4/27/2020	348,700	15,784	332,916	18.22%
5/14/2020	307,700	9,578	298,122	10.76%
6/24/2020	564,100	24,550	539,550	12.87%
Total	<u>\$ 5,715,700</u>	<u>\$ 248,737</u>	<u>\$ 5,466,963</u>	

The amount of the short term loan that is outstanding as of June 30, 2020 is as follows:

	<u>Beginning Balance</u>	<u>New Agreements</u>	<u>Amounts Paid</u>	<u>Ending Balance</u>
2019-20 Short Term Loans	\$ -	\$ 5,715,700	\$ 3,089,634	\$ 2,626,066

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

**J. Employee Retirement System**

Qualified employees are covered under a multiple-employer defined benefit pension plan by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS). The risks of participating in this multi-employer plan are different from single-employer plans in the following aspects:

- a. Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of the other participating employers.
- b. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- c. If the Schools choose to stop participating in some of its multi-employer plans, the Schools may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The School's participation in this plan for the fiscal year ended June 30, 2020, is outlined in the table below. The "EIN/Pension Plan Number" column provides the Employee Identification Number (EIN) and the three-digit plan number, if applicable. Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2020, 2019 and 2018 is for the plan's year-end at June 30, 2020, 2019 and 2018, respectively. The zone status is based on information that the School received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65% funded, plans in the yellow zone are less than 80% funded, and plans in the green zone are at least 80% funded. The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented.

*Period to Period Comparability:*

Clarksville Charter School for the Arts and Sciences decreased in CalSTRS contributions from 2018 to 2019 by 29.34% followed by an increase in 2020 of 184.27%. The increase in 2020 were in large due to rising contribution rates and completion of extra hiring.

Pension Fund	EIN/ Pension Plan Number	Pension Protection Act Zone Status Year Ended June 30,			FIP/RP Status Pending/ Implemented	
		2020	2019	2018		
CalSTRS	09001	Yellow	Yellow	Yellow	No	
Pension Fund		Contributions			Number of Employees	Surcharge Imposed
		2020	2019	2018		
CalSTRS		\$ 773,373	\$ 513,176	\$ 285,389	74	No
Total		\$ 773,373	\$ 513,176	\$ 285,389	74	

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

**CalSTRS:**

The School contributes to the California State Teachers' Retirement System (CalSTRS), a cost-sharing multiple employer public employee retirement system defined benefit pension plan administered by CalSTRS. Required contribution rates are set by the California Legislature and detailed in Teachers' Retirement Law. Contribution rates are expressed as a level of percentage of payroll using the entry age normal actuarial cost method. CalSTRS also uses the level of percentage of payroll method to calculate the amortization of any unfunded liability. Copies of the STRS annual report may be obtained from the STRS, 7667 Folsom Boulevard, Sacramento, California 95826.

For the fiscal year ended June 30, 2020, active plan members were required to contribute between 10.205% and 10.25% of their salary, depending on their hire date. The employer contribution rate was 17.1% of annual payroll. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. The School made contributions as noted above. For the year ended June 30, 2020 the State contributed \$463,029 (10.328% of certificated salaries plus a supplemental on behalf amount) on behalf of the School.

**K. Related Party Transaction**

Related parties as defined by generally accepted accounting standards include:

1. Affiliates of the entity,
2. Management and members of their immediate families, or
3. Other parties that can significantly influence management or operating policies.

Blue Ridge Academy, Cabrillo Charter School, Feather River Charter School, Heartland Charter School, Inspire Charter School Los Angeles, Pacific Coast Academy, The Cottonwood School, Triumph Academy, Winship Community School, Yosemite Valley Charter School, Inspire District Office, Inspire Charter Services, Inspire Foundation and Jitterbug Learning are related parties through common executive leadership and activities. These organizations utilize efficiency in purchasing and payroll through macro transactions that benefit all the schools within the Inspire umbrella and then having each individual school be responsible for their portion. This saves money through eliminating extra intermediary costs and lets the group utilize discounted bulk purchasing options.

The following represent related party accounts receivable at June 30, 2020:

<u>Affiliated Organization</u>	<u>Receivable</u>	<u>Purpose</u>	<u>Repayment Term</u>
Inspire Charter Services	\$ 780,413	Operating expenditures	Due within 90 days
Total	<u>\$ 780,413</u>		

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

The following represent related party accounts payable at June 30, 2020:

<u>Affiliated Organization</u>	<u>Payable</u>	<u>Purpose</u>	<u>Repayment Term</u>
Cabrillo Point Academy	\$ 9,528	Operating expenditures	Due within 90 days
Pacific Coast Academy	37,651	Operating expenditures	Due within 90 days
Heartland Charter School	32,619	Operating expenditures	Due within 90 days
Total	<u>\$ 79,798</u>		

**L. Upcoming Changes in Accounting Pronouncements**

The Financial Accounting Standards Board (FASB) has issued the following Accounting Standards Updates (ASU) that become effective over the next few fiscal years:

1. FASB ASU 2016-02 *Leases (Topic 842)* – Effective Fiscal Year Ending June 30, 2022
2. FASB ASU 2016-13 *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* – Effective Fiscal Year Ending June 30, 2024
3. FASB ASU 2017-04 *Intangibles – Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* – Effective Fiscal Year Ending June 30, 2024  
FASB ASU 2017-08 *Receivables – Nonrefundable Fees and Other Costs (Subtopic 310-20): Premium Amortization on Purchased Callable Debt Securities* – Effective Fiscal Year Ending June 30, 2021
4. FASB ASU 2017-11 *Earnings Per Share (Topic 260); Distinguishing Liabilities from Equity (Topic 480); Derivatives and Hedging (Topic 815): (Part I) Accounting for Certain Financial Instruments with Down Round Features, (Part II) Replacement of the Indefinite Deferral for Mandatorily Redeemable Financial Instruments of Certain Nonpublic Entities and Certain Mandatorily Redeemable Noncontrolling Interests with a Scope exception.* – Effective Fiscal Year Ending June 30, 2021
5. FASB ASU 2017-12 *Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities* – Effective Fiscal Year Ending June 30, 2022
7. FASB ASU 2018-01 *Leases (Topic 842): Land Easement Practical Expedient for Transition to Topic 842* – Effective Fiscal Year Ending June 30, 2022
8. FASB ASU 2018-07 *Compensation – Stock Compensation (Topic 718): Improvements to Nonemployee Share Based Payment Accounting.* – Effective Fiscal Year Ending June 30, 2021.
9. FASB ASU 2018-08 *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made.* – Effective Fiscal Year Ending June 30, 2021
10. FASB ASU 2018-10 *Codification Improvements to Topic 842, Leases* – Effective Fiscal Year Ending June 30, 2022
11. FASB ASU 2018-11 *Leases (Topic 842): Targeted Improvements* – Effective Fiscal Year Ending June 30, 2022
12. FASB ASU 2018-12 *Financial Service – Insurance (Topic 944): Targeted Improvements to the Accounting for Long-Duration Contracts* – Effective Fiscal Year Ending June 30, 2025

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

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13. FASB ASU 2018-13 *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement* – Effective Fiscal Year Ending June 30, 2021
14. FASB ASU 2018-14 *Compensation – Retirement Benefits – Defined Benefit Plans – General (Subtopic 715-20): Disclosure Framework – Changes to the Disclosure Requirements for Defined Benefit Plans* – Effective Fiscal Year Ending June 30, 2023
15. FASB ASU 2018-15 *Intangibles – Goodwill and Other – Internal Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract (a consensus of the FASB Emerging Issues Task Force)* – Effective Fiscal Year Ending June 30, 2022
16. FASB ASU 2018-16 *Derivatives and Hedging (Topic 815): Inclusion of the Secured Overnight Financing Rate (SOFR) Overnight Index Swap (OIS) Rate as a Benchmark Interest Rate for Hedge Accounting Purposes* – Effective Fiscal Year Ending June 30, 2022
17. FASB ASU 2018-17 *Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities* – Effective Fiscal Year Ending June 30, 2021
18. FASB ASU 2018-18 *Collaborative Arrangements (Topic 808): Clarifying the Interaction between Topic 808 and Topic 606* – Effective Fiscal Year Ending June 30, 2022
19. FASB ASU 2018-19 *Codification Improvements to Topic 326, Financial Instruments – Credit Losses* – Effective Fiscal Year Ending June 30, 2024
20. FASB ASU 2018-20 *Leases (Topic 842): Narrow Scope Improvements for Lessors* – Effective Fiscal Year Ending June 30, 2022
21. FASB ASU 2019-01 *Leases (Topic 842): Codification Improvements* – Effective Fiscal Year Ending June 30, 2022.
22. FASB ASU 2019-02 *Entertainment – Films – Other Assets – Film Costs (Subtopic 926-20) and Entertainment – Broadcasters – Intangibles – Goodwill and Other (Subtopic 920-350): Improvements to Accounting for Costs of Films and License Agreements for Program Materials (a consensus of the Emerging Issues Task Force)* – Effective Fiscal Year Ending June 30, 2022
23. FASB ASU 2019-03 *Not-For-Profit Entities (Topic 958): Updating the Definition of Collections* – Effective Fiscal Year Ending June 30, 2021  
FASB ASU 2019-04 *Codification Improvements to Topic 326, Financial Instruments – Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments* – Effective Fiscal Year Ending June 30, 2021
24. FASB ASU 2019-05 *Financial Instruments – Credit Losses (Topic 326): Targeted Transition Relief* – Effective Fiscal Year Ending June 30, 2021
25. FASB ASU 2019-08 *Compensation – Stock Compensation (Topic 718) and Revenue from Contracts with Customers (Topic 606): Codification Improvements – Share Based Consideration Payable to a Customer* – Effective Fiscal Year Ending June 30, 2021
26. FASB ASU 2019-09 *Financial Services – Insurance (Topic 944): Effective Date* – Effective Fiscal Year Ending June 30, 2025
27. FASB ASU 2019-10 *Financial Instruments – Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842): Effective Dates* - Effective Fiscal Years Ending June 30, 2022 and June 30, 2024
28. FASB ASU 2019-11 *Codification Improvements to Topic 326, Financial Instruments – Credit Losses* – Effective Fiscal Year Ending June 30, 2024
29. FASB ASU 2019-12 *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* – Effective Fiscal Year Ending June 30, 2024
30. FASB ASU 2020-01 *Investments – Equity Securities (Topic 321), Investments – Equity Method and Joint Ventures (Topic 323), and Derivatives and Hedging (Topic 815) – Clarifying the Interactions between Topic 321, Topic 323, and Topic 815 (a consensus of the Emerging Issues Task Force).* – Effective Fiscal Year Ending June 30, 2022

**CLARKSVILLE CHARTER SCHOOL**  
Notes to the Financial Statements (Continued)  
Year Ended June 30, 2020

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31. FASB ASU 2020-03 *Codification Improvements to Financial Instruments* – Effective Fiscal Years Ending June 30, 2021 and June 30, 2024

These updates were issued to provide clarification and simplification in accounting for certain transactions. In addition, they provide for additional note disclosures to create transparency involving these transactions. The updates effective during the future fiscal years are not expected to impact the financial accounting or presentation for the School.

**M. COVID-19 Impact and Considerations**

In March 2020 the World Health Organization declared the outbreak of the novel coronavirus COVID-19 a global pandemic. The nature of the pandemic resulted in a mandatory school property closure affecting the Clarksville Charter School from March 29, 2020 and continuing into the Fall of 2020-21 school year. California Governor Gavin Newsom issued a state-wide executive order mandating that schools remain closed until the county in which the school is located is off the COVID-19 watch list for fourteen consecutive days. The 2020-21 fiscal year opened in a fully distance learning model, until such time as campuses can be re-opened. At this point in time the Clarksville Charter School campuses remain closed until Kern County meets the benchmark requirements.

In addition to school closures, new regulations and safety measures were required to be put in place by all schools in California as part of a re-opening plan. The Clarksville Charter School has established a re-opening plan that they believe will provide a safe environment for the students and teachers.

The federal and state government have established temporary funding to assist in the additional costs that resulted from the COVID-19 pandemic. All California schools are eligible for these funds. Due to timing of the grant disbursements, the Clarksville Charter School did not expend any of the funds in the 2019-20 fiscal year. The funds remain available for the 2020-21 fiscal year. Additionally, for the 2019-20 fiscal year, the state placed all schools in a hold harmless state shifting attendance reporting periods to a point prior to the pandemic to prevent sudden losses of attendance from impacting funding for the 2019-20 fiscal year. Finally, funding for the 2020-21 fiscal year is frozen at amounts provided in 2019-20 for all California schools, with adjustments based on the Governor's budget. The School has established their 2020-21 budget with this in consideration.

## Supplementary Information

**CLARKSVILLE CHARTER SCHOOL**

Organization Structure  
Year Ended June 30, 2020

Inspire Charter School Clarksville (Charter #1891) began operations in 2016-17. The authorizing entity is Buckeye Union Elementary School District. Inspire Charter School Clarksville provides non-classroom based services for Kindergarten through Twelfth Grade.

**GOVERNING BOARD**

<b>Name</b>	<b>Office</b>	<b>Term and Term Expiration</b>
Emily Allen	President	One Year Term Expires June 2020
Keri Dalebout	Treasurer	One Year Term Expires June 2020
Katie Burwell	Secretary	One Year Term Expires June 2020

**ADMINISTRATION**

Jenell Sherman  
Principal

Kristie Nicosia  
Vice-Principal

**CLARKSVILLE CHARTER SCHOOL**Schedule of Average Daily Attendance  
Year Ended June 30, 2020

	Second Period Report		Annual Report	
	Original B1C5A4B7	Revised N/A	Original C19E5B16	Revised N/A
Non-Classroom Based Attendance				
Grades TK/K-3	440.13	N/A	440.13	N/A
Grades 4-6	294.18	N/A	294.18	N/A
Grades 7-8	203.08	N/A	203.08	N/A
Grades 9-12	220.76	N/A	220.76	N/A
Total Non-Classroom Based Attendance	1,158.15	N/A	1,158.15	N/A
Total ADA	1,158.15	N/A	1,158.15	N/A

N/A – There were no audit findings which resulted in revisions to the second period or annual reports of attendance.

On March 29, 2020 Governor Newsom signed Senate Bill (SB) 117 which mitigated the effect of lost attendance due to COVID19 that occurred after February 29, 2020. For the purpose of preventing losses of attendance-based funding as a result of reductions in average daily attendance (ADA) due to COVID19, this legislation provided that the ADA used for both the second period (P2) and the Annual period apportionment include all full school months from July 1, 2019 to February 29, 2020 for all local education agencies (LEAs).

**CLARKSVILLE CHARTER SCHOOL**

Schedule of Instructional Time

Year Ended June 30, 2020

Grade Level	Minutes Requirement	2019-20 Actual Minutes	Number of Traditional Days	Status
N/A	N/A	N/A	N/A	N/A

N/A – The School operates as a non-classroom based charter school. The requirements for annual minutes do not apply to non-classroom based charter schools.

**CLARKSVILLE CHARTER SCHOOL**  
 Schedule of Financial Trends and Analysis  
 Year Ended June 30, 2020

	Budget 2021	2020	2019	2018
Revenues	\$ 11,592,395	\$ 11,261,803	\$ 8,669,761	\$ 6,567,116
Expenses	11,521,980	11,056,843	8,602,006	6,551,486
Change in Net Assets	70,415	204,960	67,755	15,630
Ending Net Assets	<u>\$ 358,760</u>	<u>\$ 288,345</u>	<u>\$ 83,385</u>	<u>\$ 15,630</u>
Unrestricted Net Assets	<u>\$ 358,760</u>	<u>\$ 288,345</u>	<u>\$ 83,385</u>	<u>\$ 15,630</u>
Unrestricted net assets as a percentage of total expenses	<u>3.11%</u>	<u>2.61%</u>	<u>0.97%</u>	<u>0.24%</u>
Total Long Term Debt	<u>\$ -</u>	<u>\$ 2,626,066</u>	<u>\$ 43,593</u>	<u>\$ -</u>
ADA at P2	<u>1,158</u>	<u>1,158</u>	<u>878</u>	<u>710</u>

The School's ending net assets has increased by \$228,629 (1462.75%) over the past two fiscal years. The significant increase is in large due to the increase in revenue sources coupled with a commitment to build reserves to protect the School from changes in economic trends in future years. The average daily attendance (ADA) reported by the School has increased by 448 (63.10%) over the past two years. The 2020-21 fiscal year budget projects a decrease in net assets of \$70,415 (28.83%) and no change in ADA.

**CLARKSVILLE CHARTER SCHOOL**

Reconciliation of Unaudited Financial Report Alternative Form with Audited Financial Statements  
Year Ended June 30, 2020

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June 30, 2020 annual financial alternative form net assets:	\$ 295,147
Adjustments and reclassifications:	
Understatement of accounts receivable	834,299
Understatement of accounts payable	(6,800)
Understatement of short term loan payable	(834,300)
Rounding	<u>(1)</u>
Total adjustments and reclassifications	<u>(6,802)</u>
June 30, 2020 audited financial statements net assets:	<u><u>\$ 288,345</u></u>

## CLARKSVILLE CHARTER SCHOOL

Notes to Supplementary Information  
Year Ended June 30, 2020

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### A. Purpose of Schedules

#### Organization Structure

This schedule provides information about the School's charter numbers, district of authorization, members of the governing board, and members of administration.

#### Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measure of the number of pupils attending classes of the School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

#### Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the School and whether they complied with the provisions of Education Code Section 47612.5.

#### Schedule of Financial Trends and Analysis

Budget information for 2021 is presented for analysis purposes only and is based on estimates of the 2020-21 fiscal year. The information has not been subject to audit.

This schedule discloses the School's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the School's ability to continue as a going concern for a reasonable period of time.

#### Reconciliation of Unaudited Financial Report Alternative Form with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance as reported on the Unaudited Financial Report Alternative Forms prepared by the School to the net assets reported in the audited financial statements.

## Other Independent Auditors' Reports

Independent Auditor's Report on Internal Control Over Financial Reporting and on  
 Compliance and Other Matters Based on an Audit of Financial Statements  
 Performed in Accordance with *Government Auditing Standards*

To the Board of Education  
 Clarksville Charter School  
 El Dorado Hills, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Clarksville Charter School (School), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 29, 2021.

### Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Clarksville Charter School' internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Clarksville Charter School's internal control. Accordingly, we do not express an opinion on the effectiveness of Clarksville Charter School's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether Clarksville Charter School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wilkinson Hadley King + LLP

El Cajon, California  
March 29, 2021

**WILKINSON HADLEY  
KING & CO. LLP**  
CPAS AND ADVISORS  
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA  
Aubrey W. Mann, CPA  
Kevin A. Sproul, CPA

## Independent Auditor's Report on State Compliance

To the Board of Education  
Clarksville Charter School  
El Dorado Hills, California

### **Report on State Compliance**

We have audited Clarksville Charter School's compliance with the types of compliance requirements described in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810, that could have a direct and material effect on each of the School's state programs identified below for the fiscal year ended June 30, 2020.

### **Management's Responsibility for State Compliance**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each applicable program as identified in the State's Audit Guide *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance*, prescribed in Title 5, *California Code of Regulations*, Section 19810. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the comptroller General of the United States; and the State's audit guide *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810. Those standards and audit guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state programs noted below. An audit includes examining, on a test basis, evidence about each school's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the School's compliance with those requirements.

218 West Douglas Avenue, El Cajon, CA 92020  
Phone: 619-447-6700 | Fax: 619-447-6707 | [whllp.com](http://whllp.com)

In connection with the audit referred to above, we selected and tested transactions and records to determine the School’s compliance with state laws and regulations applicable to the following items:

Description	Procedures Performed
<b>Local Education Agencies Other Than Charter Schools</b>	
A. Attendance.....	N/A
B. Teacher Certification and Misassignments.....	N/A
C. Kindergarten Continuance.....	N/A
D. Independent Study.....	N/A
E. Continuation Education.....	N/A
F. Instructional Time.....	N/A
G. Instructional Materials.....	N/A
H. Ratio of Administrative Employees to Teachers.....	N/A
I. Classroom Teacher Salaries.....	N/A
J. Early Retirement Incentive.....	N/A
K. Gann Limit Calculation.....	N/A
L. School Accountability Report Card.....	N/A
M. Juvenile Court Schools.....	N/A
N. Middle or Early College High Schools.....	N/A
O. K-3 Grade Span Adjustment.....	N/A
P. Transportation Maintenance of Effort.....	N/A
Q. Apprenticeship: Related and Supplemental Instruction.....	N/A
R. Comprehensive School Safety Plan.....	N/A
S. District of Choice.....	N/A
<b>School Districts, County Offices of Education, and Charter Schools</b>	
T. California Clean Energy Jobs Act.....	N/A
U. After/Before School Education and Safety Program.....	N/A
V. Proper Expenditure of Education Protection Account Funds.....	Yes
W. Unduplicated Local Control Funding Formula Pupil Counts.....	Yes
X. Local Control and Accountability Plan.....	Yes
Y. Independent Study - Course Based.....	N/A
<b>Charter Schools</b>	
AA. Attendance.....	Yes
BB. Mode of Instruction.....	N/A
CC. Nonclassroom Based Instruction/Independent Study.....	Yes
DD. Determination of Funding for Nonclassroom Based Instruction.....	Yes
EE. Annual Instructional Minutes - Classroom Based.....	N/A
FF. Charter School Facility Grant Program.....	N/A

The term N/A is used above to mean either the School did not offer the program during the current fiscal year or the program applies to a different type of local education agency.

## Opinion on State Compliance

In our opinion, Clarksville Charter School complied, in all material respects, with the compliance requirements referred to above that are applicable to the statutory requirements listed in the schedule above for the year ended June 30, 2020.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing. This report is an integral part of an audit performed in accordance with *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810. Accordingly, this report is not suitable for any other purpose.

*Wilkinson Hadley King + LLP*

El Cajon, California  
March 29, 2021

## Auditor's Results, Findings & Recommendations

**CLARKSVILLE CHARTER SCHOOL**

Schedule of Auditor's Results  
Year Ended June 30, 2020

**FINANCIAL STATEMENTS**

Type of auditor's report issued:	<u>Unmodified</u>		
Internal control over financial reporting:			
One or more material weakness(es) identified?	_____ Yes	_____ <u>X</u> _____ No	
One or more significant deficiencies identified that are not considered material weakness(es)?	_____ Yes	_____ <u>X</u> _____ No	
Noncompliance material to financial statements noted?	_____ Yes	_____ <u>X</u> _____ No	

**STATE AWARDS**

Any audit findings disclosed that are required to be reported in accordance with <i>2019-20 Guide for Annual Audits of California K-12 Local Education Agencies?</i>	_____ Yes	_____ <u>X</u> _____ No
Type of auditor's report issued on compliance for state programs:	<u>Unmodified</u>	

**CLARKSVILLE CHARTER SCHOOL**  
 Schedule of Findings and Questioned Costs  
 Year Ended June 30, 2020

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*, or the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Finding codes as identified in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* are as follows:

Five Digit Code	AB 3627 Finding Type
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

**A. Financial Statement Findings**

None

**B. State Award Findings**

None

**CLARKSVILLE CHARTER SCHOOL**

Schedule of Prior Year Audit Findings

Year Ended June 30, 2020

<u>Finding/Recommendation</u>	<u>Status</u>	<u>Explanation if Not Implemented</u>
There were no findings in the prior year audit.	N/A	N/A

## Coversheet

### Acknowledgment Resolution for the Selling of Additional Receivables to Charter School Capital (p. 104-107)

**Section:** II. Finance  
**Item:** C. Acknowledgment Resolution for the Selling of Additional Receivables  
to Charter School Capital (p. 104-107)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Ack Reso Clarksville April 2021.pdf

**CLARKSVILLE CHARTER SCHOOL  
ACKNOWLEDGEMENT RESOLUTIONS**

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

Sale of Additional Receivables

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

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

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

RESOLVED: That the Board deems it to be in the best interests of the Company to authorize the Company to sell additional receivables and payments (the “Receivables”) to CSC at a discount to face value in an amount not to exceed the lesser of (i) \$16,000,000.00 of gross receivables value and (ii) \$13,600,000.00 of initial purchase (face value).

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

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

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

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

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

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

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

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

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

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

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

\* \* \*

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

**CLARKSVILLE CHARTER SCHOOL**

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

Name:

Title:

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

## Coversheet

### California Department of Education (CDE) Approved Federal Addendum (p. 108-129)

**Section:** II. Finance  
**Item:** D. California Department of Education (CDE) Approved Federal  
Addendum (p. 108-129)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Clarksville LCAP Addendum PDF.pdf

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

## LEA name:

Clarksville Charter School

## CDS code:

09618380136200

## Link to the LCAP:

*(optional)*

<https://clarksvillecharter.org/>

## For which ESSA programs will your LEA apply?

Choose from:

### TITLE I, PART A

Improving Basic Programs Operated by State and Local Educational Agencies

### TITLE I, PART D

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

### TITLE II, PART A

Supporting Effective Instruction

### TITLE III, PART A

Language Instruction for English Learners and Immigrant Students

### TITLE IV, PART A

Student Support and Academic Enrichment Grants

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

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

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

## Instructions

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

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

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

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

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

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

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

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

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

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

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

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

## Strategy

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

Clarksville Charter School is a tuition-free, public charter school serving transitional kindergarten through 12th-grade students. As a non-classroom-based independent study charter school, we take great pride in offering our students flexible, personalized learning experiences. Families select the combination of systems that best suit student learning needs and interests, including Place-Based Learning that immerses students in local cultures, landscapes, and resources to contextualize our curriculum. We offer online and in-person courses led by credentialed teachers (when appropriate based on COVID restrictions). Of our approximately 1,167 students, approximately 38% are English Learners, live in poverty or foster care. About 9% of our students have exceptional learning needs. Further, 74% of our students are White, 14% are Hispanic or Latino, 6% are Two or More Races, 2% are Black, and 1% are Asian.

Although the state did not technically report results in the California Schools Dashboard for 2020 (SB98), it did publish valid and reliable data collected in 2019-20 that would have been included in the 2020 Dashboard. This data demonstrates our 2020 cohort high school graduation rate is 90%, higher than the statewide average of 86.6%. Our numerically significant subgroups' graduation rates are as follows: White 93%, and low-socio-economic status 85%. The data collected in 2019-20 that would have been reported in 2020 Dashboard also applies to Career and College Readiness. Based on the 2020 results, the percent of our students scoring at Prepared for Career or College is 13%. 15% of White students and 22% of low-income students scored at Prepared. We are making a concerted effort to improve our performance on the California Schools Dashboard indicator related to college and career readiness.

Further, our English Learner (EL) reclassification rate for the 2019-20 school year 10%, the same as the county average. We had less than 11 English Learners, thus the 2019 Dashboard did not report our results on the English Progress Learner Indicator.

The 2019 Dashboard also indicates our Distance from Standard Points (DFS) for English Language Arts is 31.7 points below standard. Although we improved from the previous year, our Dashboard

color score is Yellow. 51% of our students scored at Met or Exceeded the Standard for ELA. Achievement results demonstrate 13% of English Learners, 22% of Black students, 33% of Latino students, and 39% of low-income students scored at Met or Exceeded for ELA compared to 45% of White students.

Our schoolwide DFS is 87.9 points below standard in math, and our Dashboard color score is Orange. 15% of our students scored at Met or Exceeded the Standard for Math. Each of our significant subgroups need to improve their math performance. However, achievement results demonstrate a significantly greater need to improve our math achievement results in grades 3 through 6. For example, nearly 60% of our grade 11 student scored at Met or Exceeded the Standard for Math compared to 31% of students in grade 3, 37% of students in grade 4, 41% in grade 5, and 41% in grade 6. We are keenly aware of our performance on the Dashboard and working to improve our results.

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

#### Title I, Part A

1) We will supplement our mathematics curriculum and instruction. As described in the previous paragraph, we are keenly aware of our math performance on the Dashboard for all subgroups. For example, we will increase the amount of teacher professional development focused on understanding state academic standards, teacher resources, instructional material, and educational support. Professional development will focus on the standards for mathematical practice, appropriate instructional support, and formative assessments. We will focus on low-income students who are not performing At Standard in math.

2) We will supplement our English Language Arts (ELA) curriculum. As described in the previous paragraph, we need to improve our ELA performance, particularly for English Learners. Given the integration of ELA and English Language Development (ELD) standards, we will increase teacher professional development focused on understanding this overlap. Professional development will focus on the standards for ELA and ELD, appropriate instructional support, and formative assessments. We will focus on low-income students who are not performing At Standard in ELA.

3) We will supplement strategies intended to facilitate college and career readiness, including partnerships with local colleges and employers. Supplemental strategies include exploring the possibility of establishing work-based internships and establishing agreements for dual enrollment courses.

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

## Alignment

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

We use our LCAP as the foundation for schoolwide (we are a single school charter) conversation and reflection to ensure our goals and state priorities are aligned and guide our focus. Our LCAP includes

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

## ESSA Provisions Addressed Within the LCAP

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

### TITLE I, PART A

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

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

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

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

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

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

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

#### Career Technical and Work-based Opportunities

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

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

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

## TITLE II, PART A

### Title II, Part A Activities

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

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

## TITLE III, PART A

### Parent, Family, and Community Engagement

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

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

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

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

## TITLE I, PART A

### Poverty Criteria

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

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

## ESSA Provisions Not Addressed in the LCAP

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

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

### TITLE I, PART A

#### Educator Equity

ESSA SECTION 1112(b)(2)

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

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable to charter schools.

#### Parent and Family Engagement

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

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

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

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

Collaboration is our first strategy will involve collaborating with parents as leaders, encouraging them to participate in various forms of governance in our school. Parent leaders assume essential roles in our school as volunteers supporting school programs or different governance structures. Parents will be given opportunities to participate in the English Learner Advisory Committee, ELAC, District English Learner Advisory Committee, DELAC, and our Parent Advisory Committee (PAC). These school groups will provide input into programs and expenses related to federal categorical funding. Our parents' consistent and informed participation will enable meaningful consultation with them as stakeholders. Efforts will be made to encourage the parents of underrepresented and underserved families, like the families of special needs students and homeless students, on the ELAC, DELAC, and Parent Advisory Committee. In partnership with school staff, parent leaders will develop and approve our school's Title I Parent and Family Engagement Policy. The evidence demonstrating that

our school addresses these requirements for parent participation will be uploaded onto an online school portal. Parents will learn about the available opportunities for participation in May for the following year to plan for increasing their engagement with school staff. We have created various policies to guide and strengthen our parent and family engagement programs. These policies will be reviewed annually by the Directors of Community and School Accountability and Compliance in partnership with parents to ensure stakeholder input and consistency in establishing the policies. One of the policies will include a summary of the Local Control and Accountability Plan Federal Addendum to disseminate to all families. Communication A second strategy will involve establishing multiple communication modes between the families and school to address families' diverse needs and interests. Special attention is provided to support parents and family members with disabilities, homeless and foster families, migratory families, and families with limited English proficiency. Communication from school to families will be provided through online postings and Weekly Wednesday Newsletters and translated into languages parents can understand. Families will receive text messages if they opt-in and email phone calls providing them with critical school information. Our communications will be provided in; parent-friendly language and graphic form for parents with low literacy levels when possible. For our English Learner parents of students with special needs, each school identifies and provides bilingual staff who can assist with oral interpretation at Individualized Education Plan meetings and enrollment. Our parents have access to an online Parent Portal to learn about their students' daily attendance, report cards, test scores, class schedules, resources for our forms, and contact information. Gaining access to their children's school information through the Portal allows families and school staff to have the same foundational information about their students to better focus on coordinating strategies for targeted support. Capacity Building A third strategy will involve building both parents' and school staff's capacity to partner with one another. To address this strategy, we will offer parent training for utilizing Smarter Balanced Assessment and Parent Portal resources, social-emotional support on physical, emotional, and online safety and gang awareness, and how to get help for students with special needs. Parents serving on a committee or council will be trained to understand and provide feedback on the committee or council's specific content. When parents are informed about what is being discussed, they can make connections and reinforce the learning at home. Title I meeting will be held annually to share detailed information about our Title I programs with families. Workshops will be posted online in multiple languages for parents who cannot attend school meetings to ensure families have various opportunities to learn. To build staff's capacity, all school personnel levels will be trained, paying particular attention to our team working with parents. Additionally, we will provide workshops for parents to learn more about school matters. Our school administrators will train either certificated or classified staff twice each year in how to partner effectively with parents, focusing on the value and utility of contributions of parents and their assets. When possible, this training will occur with parents as partners. Our workshops will enable parents to support their schools around budget development, instructional strategies, and social-emotional support, including building self-esteem and improving school attendance.

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

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

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

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted

assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

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

#### Target assistance school

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

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

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

### **Homeless Children and Youth Services**

ESSA SECTION 1112(b)(6)

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

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

We currently serve 5 (0.4%) homeless students and 1 (0.1%) foster student. We are careful to ensure that none of our homeless and foster students experience enrollment delays in school or classes or any other services. When a family is identified as homeless, we do not require anything substantive to enroll. Homeless students will be enrolled and provided a full and equal opportunity to succeed in school and various programs. Enrollment disputes are mediated in accordance with the law, Board policy, and procedure. Further, any family who identifies as homeless or foster may continue to enroll in our school should they move out of our district. Our McKinney-Vento Homeless Liaison, in collaboration with school administrators, teachers, and paraprofessionals, will coordinate to monitoring the attendance/engagement of homeless students, including their academic, behavioral, and social/emotional progress and needs. We will use Title I funds to supplement programs and supports aligned with the McKinney-Vento Homeless Act provisions and ensure that each child of a homeless individual and homeless youth has equal access to the same free, appropriate public education provided to other children and youths. We will provide specific information in outreach materials, websites, and social media platforms notifying parents that the school is open to enroll and provide services to all students, including contact numbers to access additional enrollment information. Our McKinney-Vento Homeless liaison coordinates with all staff to ensure homeless students are provided with technology, supplies, and counseling to support them academically and social-emotionally. These needs could include academic, attendance, or social-emotional support. In particular, our liaison ensures families of homeless students are aware of opportunities to adjust graduation requirements (including the impact on college enrollment requirements).

## Student Transitions

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

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

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

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

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

We do not plan to use Title 1, Part A funds to support student transitions. Actions related to student transitions are outlined in our LCAP and funded with state LCFF funds. Pertinent LCAP actions ensure all students transition successfully from elementary school to middle school, from middle

school to high school, and from high school to postsecondary education and careers. For example, our LCAP actions including increasing the number of Career Technical Education (CTE) Pathways.

### **Additional Information Regarding Use of Funds Under this Part**

ESSA SECTION 1112(b)(13) (A–B)

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

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

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

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

## **TITLE I, PART D**

### **Description of Program**

ESSA SECTION 1423(1)

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

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

N/A

### **Formal Agreements**

ESSA SECTION 1423(2)

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

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

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

N/A

## **Comparable Education Program**

### **ESSA SECTION 1423(3)**

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

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

N/A

## **Successful Transitions**

### **ESSA SECTION 1423(4)**

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

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

N/A

## **Educational Needs**

### **ESSA SECTION 1423(5)**

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

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

N/A

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

### **ESSA SECTION 1423(6)**

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

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

N/A

## **Postsecondary and Workforce Partnerships**

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

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

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

N/A

## **Parent and Family Involvement**

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

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

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

N/A

## **Program Coordination**

### **ESSA SECTION 1423(9–10)**

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

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

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

N/A

## **Probation Officer Coordination**

### **ESSA SECTION 1423(11)**

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

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

**Individualized Education Program Awareness**

ESSA SECTION 1423(12)

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

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

**Alternative Placements**

ESSA SECTIONS 1423(13)

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

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

**TITLE II, PART A**

**Professional Growth and Improvement**

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

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

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Title II funds supplement school funds used for professional development for teachers and other school leaders. Professional development is currently focused on closing the achievement gap and improving the performance of underperforming student groups: improving our Multi-Tiered Systems of Support; Universal Design for Learning to help teachers design lessons that engage students of all performance levels; Positive Behavioral Interventions and Supports to decrease disciplinary incidents and increase the amount of time students spend learning; Professional development training for intervention specialists and special education teachers to support students who are not successful in learning to read and current intervention programs; trauma-informed practice to build teacher understanding of how to support students in crisis; professional learning communities where teachers

analyze data and plan instructional improvements to increase student success; and new teacher induction to help teachers new to the profession become effective as quickly as possible. We use Title II to support PBIS work in our school, where data shows more support is needed. Some of our staff members are struggling with an effective response to trauma-affected students. We provide PBIS (Positive Behavior Intervention & Supports)/MTSS (Multi-tiered Systems of Support) training with county offices of education and in-house offerings. Data used for Planning: Our professional development planning begins with analyzing student performance and needs, educators' capabilities and needs, progress in our school, and data about current professional development effectiveness. Our focus is on equity. We use internal benchmark data to identify individual students and student groups not meeting expectations in English language arts, mathematics, socio-emotional development, behavior, and progression toward college and career success. Surveys of teachers, conversations with leadership, and observations help us identify areas in which professional development would help teachers meet student needs. We identify needs for our leaders as we analyze school data and identify focus areas for improvement. Our professional development (PD) can be divided into two primary categories: academic/pedagogical/technical and socio-emotional/behavioral. It is important to us to address both areas. Our data shows that it is often socio-emotional factors, not just academic factors, that are interfering with some students' ability to master academic standards and thus our ability to close the achievement gap. An example is our current focus on inclusion, which includes supporting PD in Universal Design for Learning and training in meeting students' socio-emotional needs. Multiple areas must be addressed if our students are to be successful. PD is a work in progress, with more data being made available. We realize that we need to narrow our PD focus and become more systematic and deliberate with implementation to achieve lasting results. Content and pedagogy We use teacher surveys to measure our progress in implementing state standards, including the Common Core ELA and math standards, ELD standards, Next Generation Science Standards (NGSS), other California standards. These survey results are reported to the Executive Director and discussed in our leadership meetings. Examples: In math, instructional strategies need work. In NGSS, some teachers have implemented the new standards effectively, but other teachers still need PD on the standards we have planned for the next school year. Additional growth areas that emerge from the data are differentiated instructional approaches such as UDL (Universal Design for Learning). On the socio-emotional side, the staff is learning how to support students in crisis. We are providing training in EverFi and ways to help students calm themselves. We have reviewed the data of our students who are not reading proficiently by the end of second grade, which has led to PD on multi-sensory reading approaches and evidence-based programs to help students before they fall behind begin to think reading is not for them. Design and Structure the school provides our teachers with a range of learning options. EverFi, our socio-emotional curriculum, has online training that based on teacher feedback and implementation observations is very effective. We provide virtual training sessions and send staff to workshops and conferences when it is safe and available. For our teacher induction program, CTI, the Riverside County Office of Education teacher induction program. CTI is focused on teachers' most essential needs, with embedded structures to help our new teachers focus on high-leverage learning that will have a broad impact on their practice. Collaboration and shared accountability

## **Prioritizing Funding**

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

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

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

We are a single-school charter.

## Data and Ongoing Consultation to Support Continuous Improvement

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

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

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

Professional Development Teacher training is differentiated and matched to career stages. Training for teachers participating in induction might focus on routines and procedures and classroom management at the beginning of the year. More experienced teachers might be focused on practice problems, such as helping all students master operations with fractions in fourth grade. We have teachers interested in promotion, and their learning experiences might include managing a program or running a summer school. The most significant number of teacher training hours were focused on mathematics, technology, mindfulness and working with trauma-affected students, social emotional support, and PBIS. English language arts continue to be a significant area of focus for students, along with mathematics. There was also a great deal of training for Special Education teachers and general education teachers to develop all students' inclusion. Professional Development for Administration Staff that is new to leadership receives coaching through an administrator coach. We are fortunate to have a strong leadership experience serving our new administrators, and we have ample evidence that the coaching helping all become effective more quickly. The coach supports the new administrator in setting both school and professional growth goals, the pair meets periodically for check-ins. Communication is open, and principals report that they feel this support is effective. We believe there is excellent value in administrators participating in training alongside their teachers, which frequently happens. Administrators who participate in training are better equipped to support and coach implementation, making the training more effective. Our administrative team acts as a PLC, using executive meetings to analyze our schools and student group data. These sessions also allow the Executive Director to share information about the state's evolving accountability system with school leadership. The process for using data to analyze professional development effectiveness is described in detail above. Our consultation structure is the LCAP process, where we consult with all stakeholders as we develop our plan. Consultation with parents often leads to areas of focus for professional development. An example is a recent meeting of our Parent Advisory Group, where parents talked about wanting information about the path to college earlier. Our families expressed that they value the high school's FAFSA and college applications workshops but think disseminating that information should start earlier. For implementation, we provide them with training with a team of people who have presented workshops. Even initial workshops will be successful. LCAP consultation with staff and all stakeholders also adds PD topics to the list. Our team is very open about sharing their struggles and their ideas for training that would be helpful, and the information is beneficial. Our analysis of PD data yields information about what was effective, what was ineffective, and the changes we need to make for the subsequent year. We use that information to plan the PD activities for the next school year. The school is involved in the implementation of improvement in all curricular areas. Through the professional learning for teachers described above, both our leadership and training specialists work with groups of teachers using improvement science methods and tools. Through the use of teachers' teams, training specialists and site leaders are answering three essential questions: 1. What is it that we are trying to accomplish? (How much, for whom, by when) 2. What changes might we try and why? 3. How will we know if a change is an improvement? In answering these three questions, teachers' teams set up their metrics of success for continuous

improvement. Each team identifies data sources for the short, medium, and long term. As an example, a long-term measure could be CAASPP or ELPAC results; a medium-term measure could be a unit assessment project-based learning objective. Lastly, a short-term measure could be the specific change idea that teachers decided to try, such as how many students draw a picture to help solve a math problem. Each of these measures is agreed upon by the teacher team trying out the change. The teacher team can then use the data to adapt their plans as needed. We have put most of our staff development into our LCAP, which helps manage funds while also creating a natural place to include a report of PD effectiveness in our Annual Report for that LCAP area. We use a variety of communicating our upcoming PDs.

## **TITLE III, PART A**

### **Title III Professional Development**

ESSA SECTION 3115(c)(2)

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

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

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

Teachers also engage in monthly professional development focused on analyzing data from formative and interim supports and academic support reflection. We take a Professional Learning Community (PLC) approach wherein all teachers are welcome to participate and contribute to professional learning. Teachers are empowered to provide feedback to their colleagues in supporting English Learner success. Our PLC approach facilitates the identification of instructional successes and needs and thus the adjustment of professional development.

### **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

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

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

We do not receive Title III, Immigrant funding.

### **Title III Programs and Activities**

ESSA SECTION 3116(b)(1)

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

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Our Tier 1 English Language Development (ELD) curriculum (integrated and dedicated) includes a range of information systems (e.g., graphic organizers, diagrams, videos, or other media) and improved language models (e.g., sentence frames and stems) to provide comprehensible input and structure. These instructional supports are aligned with our core instructional approach, emphasizing multiple means of engagement, representation, and expression. We use Title III, Part A funds to supplement our Tier 1 ELD curriculum, including synchronous online leveled designated ELD classes composed of approximately 20 students, additional dedicated ELD, twice a week in 45-minute synchronous sessions, and access to online programs such as BrainPop, MobyMax, and Babble.

**English Proficiency and Academic Achievement**

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

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

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

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Achieving English proficiency

We use various tools available to retrieve achievement data on the ELPAC and CAASPP. School Student information system's (Pathways) dashboard make relevant data available to all staff with multiple data points reported, including English learner progress. These dashboard assists us in identifying students who are not making expected progress for early identification and intervention. Each school year and throughout the year, our teachers are presented with relevant data on their students, including English learners. Our school staff reviews the data and determines the intervention levels required for students not making satisfactory growth. During collaborative meetings, teachers analyze grade-level data to collectively determine students' needs and devise strategies, including English learners' interventions. Teachers and other staff meet regularly to track student progress, including English learners, and adjustments are made in levels of instruction needed and appropriate instructional strategies. Our English Language Learner Coordinator monitors English learner student progress regularly, establishes the need(s) for direct instruction or curricular changes as needed. Communication between the Coordinator and staff is frequent and specific to English learner students who are not making progress. The Coordinator identifies English learner students who are at-risk of becoming Long term English learners (LTELs) or are already considered LTEL. In collaboration with Intervention Coordinators and ELD teachers, the Coordinator devises a plan for each LTEL and at-risk LTEL, including appropriate placement, instructional materials, supplemental materials, communication with parents, and graduation requirements for high school

students. This plan is implemented and revised as needed to ensure student growth. Our expectation is that English learner students will progress by at least one level each year on the ELPAC. For EL students scoring at the lowest level, level 1, the assessment means that they should reach English proficiency and be eligible for reclassification within 4 to 5 years. Progress for English learner students on the ELPAC assessment is monitored annually with the expectation that all EL students will show at least one growth level. For those EL students who do not show growth, the Coordinator helps identify these students and collaboratively devises an individual learning plan tailored to EL student's need. The English Language Learner Coordinator has processes to monitor English learner students and ELs who have been reclassified. We examined each EL and reclassified (RFEP) student's progress three times a year. Data (grades, CAASPP scores, benchmark scores, ELD assessment data) and feedback are gathered from teachers, Intervention Coordinators, Special Education staff, and other support staff. To ensure that teachers monitor their EL student's progress, the EL Coordinator reviews the progress monitoring reports. This review process provides the school leadership with information about which ELs are not making progress and require modifications in instruction, in materials used, and other interventions that might be needed. Progress monitoring forms are provided to parents also to support at-home activities to assist EL students. The progress monitoring forms, when completed, are forwarded to the Coordinator, who reviews each one and then collaborates with staff to modify instruction and interventions to ensure EL student success as necessary. Of particular importance in this process are long-term English learners (LTEL). Frequent monitoring of long-term ELs by the school helps LTEL students make satisfactory English progress to be eligible for reclassification. English learner students who become LTELS present a tough challenge in determining how we can move these students to English proficiency. The effects of being an LTEL are far-reaching as they affect these students through high school and beyond. Teachers frequent monitoring LTEL students and we have data-driven monitoring meetings at least three times or more per year to focus on our LTEL students. The result is a comprehensive plan to move LTEL students toward English proficiency.

## TITLE IV, PART A

### Title IV, Part A Activities and Programs

#### ESSA SECTION 4106(e)(1)

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

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

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

[Address the provision here]

## Coversheet

### Discussion and Potential Action on the Resolution 2021-4: Spin-off of School Participant Accounts from the Inspire Plan (p. 130-133)

**Section:** III. Operations  
**Item:** A. Discussion and Potential Action on the Resolution 2021-4: Spin-off of School Participant Accounts from the Inspire Plan (p. 130-133)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Board Resolution - 2021-4 -Spin-off of School Participant Accounts from Inspire Plan.pdf

## **CLARKSVILLE CHARTER SCHOOL**

### **BOARD RESOLUTION 2021-4**

#### **Spin-off of School Participant Accounts from Inspire Plan**

WHEREAS, Inspire Charter Schools (“Inspire”) previously established a tax-qualified 403(b) plan and related trust known as the “Inspire Charter Schools 403(b) Plan” (the “Inspire Plan”), for the benefit of employees of Inspire and multiple employers who adopt the Inspire Plan; and

WHEREAS, the School is a Participating Employer, as defined in Section 1.90 of the Inspire Plan; and

WHEREAS, pursuant to the provisions of Section 16.05 of the Inspire Plan, a Participating Employer may elect to discontinue participation in the Inspire Plan and the portion of the Inspire Plan attributable to the discontinuing Participating Employer may be spun-off and directly transferred into a new or existing qualified plan;

WHEREAS, the School wishes to discontinue participation in the Inspire Plan effective no later than June 30, 2021;

WHEREAS, the School shall establish a separate tax-qualified 403(b) plan and related trust known as the “Clarksville Charter School 403(b) Plan” (the “New Plan”) effective as soon as possible but no later than June 30, 2021.

WHEREAS, pursuant to the provisions of the New Plan, the Employer may direct the Trustee of the New Plan to accept a transfer of assets and liabilities from the qualified plan of another employer;

WHEREAS, the Board wishes to approve the cessation of participation in the Inspire Plan by the School and the spin-off of School assets and liabilities (i.e., employee accounts) to the New Plan.

WHEREAS, unless the context otherwise requires, capitalized terms used herein are the same as the terms defined in the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby approve the withdrawal of the School from participation in the Inspire Plan effective as of effective no later than June 30, 2021 (the “Withdrawal Date”).

RESOLVED FURTHER, that Employees of the School (the “Affected Participants”) shall cease to be eligible to accrue additional benefits under the Inspire Plan as to Compensation paid by the School as of the Withdrawal Date.

RESOLVED FURTHER, that the School shall direct the Trustee of the New Plan to accept the transfer of the assets and liabilities (i.e., the account balances) related to the Affected Participants from the Inspire Plan;

RESOLVED FURTHER, that immediately after the transfer, each Affected Participant shall have balances in the New Plan equal to the sum of the account balances each Affected Participant had in the Inspire Plan immediately prior to the transfer;

RESOLVED FURTHER, that the transfer of the accounts shall not eliminate any Code Section 411(d)(6) protected benefit provided by the Inspire Plan;

RESOLVED FURTHER, that all actions previously, concurrently, or subsequently taken by Royce Gough, Facilities and Operations Director, on behalf of the School in connection with any of the matters described in the foregoing resolutions hereby are authorized, ratified and confirmed in all respects; and

RESOLVED FINALLY, that Royce Gough, Facilities and Operations Director, on behalf of the School, hereby is authorized to execute and deliver such other agreements, certificates, instruments or documents, and from time to time to amend the Plan, and to take such other actions, in the name of and on behalf of the School, as he may consider necessary or appropriate to carry out the intent of the foregoing resolutions, the execution, performance and delivery thereof to be conclusive evidence of the approval of the School.

## SECRETARY'S CERTIFICATE

I, Katie Burwell, Secretary of the Board of Directors of Clarksville Charter School, a California nonprofit public benefit corporation, County of El Dorado, 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 Clarksville Charter School which was duly and regularly held on April 29, 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.

# Coversheet

## Discussion and Potential Action on Board Terms (p. 134)

**Section:** IV. Governance  
**Item:** A. Discussion and Potential Action on Board Terms (p. 134)  
**Purpose:** Vote  
**Submitted by:**

**BACKGROUND:**

The Clarksville Board voted in June of 2020 to amend the Bylaws so that the Board Members will serve 2-year terms which are staggered. Emily Allen and Katie Burwell renewed for a 1-year term in June of 2020, and everyone else is in a 2-year term.

**RECOMMENDATION:**

Staff recommends that with Emily Allen and Katie Burwell's term ending on June 30, 2021, that the Board discuss the steps needed to move forward with posting the vacancy and selecting directors.

## Coversheet

### Discussion and Potential Action on Board Meeting Calendar for the 2021-2022 School Year (p. 135)

**Section:** IV. Governance  
**Item:** B. Discussion and Potential Action on Board Meeting Calendar for the  
2021-2022 School Year (p. 135)  
**Purpose:** Vote  
**Submitted by:**

**BACKGROUND:**

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

**RECOMMENDATION:**

The staff is seeking feedback from the Board on the following items:

- Keeping the board meetings on Thursday at 6:30 pm.

# Coversheet

## Executive Director Evaluation Update (p. 136)

**Section:** IV. Governance  
**Item:** C. Executive Director Evaluation Update (p. 136)  
**Purpose:** FYI  
**Submitted by:**

**BACKGROUND:**

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

# Coversheet

## English Learner Master Plan 2020-2021 (p. 134-165)

**Section:** V. Academic Excellence  
**Item:** A. English Learner Master Plan 2020-2021 (p. 134-165)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EL Master Plan - Clarksville.pdf

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# ENGLISH LEARNER MASTER PLAN 2020-2021

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## Master Plan for Services to English Learners

### 2020-2021

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

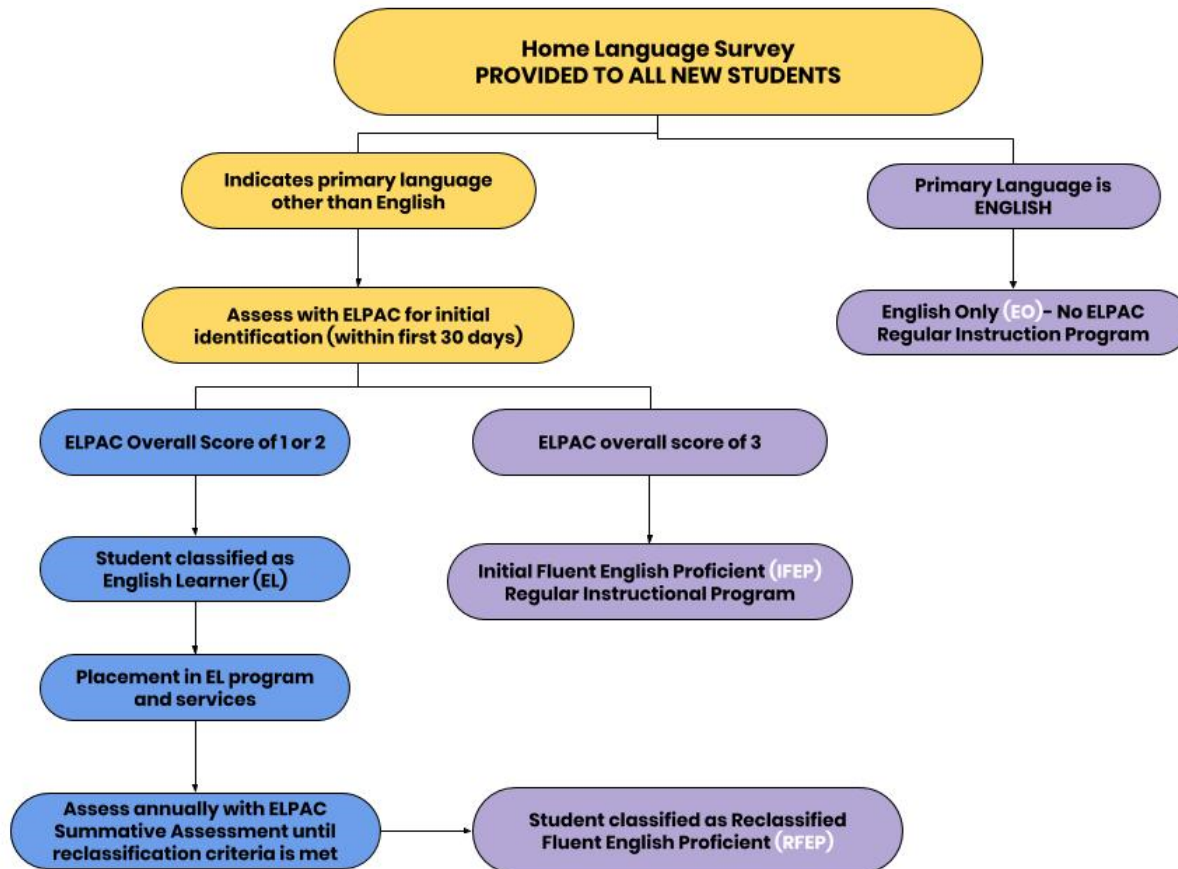
To make sure we reach optimal results for English Learners we developed this Master Plan to ensure that they learn English, have full access to a challenging academic curriculum, and that they build the multicultural proficiency that is necessary in today's complex and challenging world. This plan is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

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

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

**Identification Tools:**

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



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

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

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



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

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

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

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

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

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

## Step 2: English Language Proficiency Assessment

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



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

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

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

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

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

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

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

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

### **Criteria for reasonable fluency in English**

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

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



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

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

### **Parent Notification**

- Results of assessments
- Student Placement

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

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

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

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

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

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

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

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

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

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

#### Step 4: Program Placement

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

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

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

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

- Content instruction using SDAIE strategies



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

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

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

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

### **STAFFING**

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

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

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

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

- Initial identification
- Placement options and procedures
- Communicating assessment results to families effectively
- Parental rights and informed consent regarding initial identification and placement, including the parental exception waiver process.



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

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

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

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

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

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



## RECLASSIFICATION

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

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

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

### Reclassification Policy, Criteria, and Process:

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

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

- 1) ELPAC Score - Student must have an Overall Performance Level score of 4 (the statewide standardized ELP criterion), with no more than one subscore of 2.
- 2) Teacher Evaluation - Student progress as observed by the teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
- 3) Parent Opinion and Consultation - Parents will be invited to and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
- 4) English Language Proficiency - EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the AR



STAR Assessment **or** **and** SBAC scores. The cut score requirements/criteria are indicated in the chart below.

- ~~5) Math Proficiency – EL students should be performing at or above grade level in math.  
 – Student should perform at standard nearly met on SBAC math and/or have a  
 – Min. Math score for STAR 360 that is provided in the chart, per grade level.~~

Grade	Minimum ELA SBAC Score	Minimum Reading Score on STAR360	Minimum Math SBAC Score	Minimum Math Score on STAR360
TK/K	n/a	50	n/a	n/a
1 <sup>st</sup>	n/a	74	n/a	240
2 <sup>nd</sup>	n/a	182	n/a	396
3 <sup>rd</sup>	Standard-nearly met	323	Standard-nearly met	482
4 <sup>th</sup>	Standard-nearly met	424	Standard-nearly met	567
5 <sup>th</sup>	Standard-nearly met	525	Standard-nearly met	634
6 <sup>th</sup>	Standard-nearly met	626	Standard-nearly met	699
7 <sup>th</sup>	Standard-nearly met	713	Standard-nearly met	736
8 <sup>th</sup>	Standard-nearly met	847	Standard-nearly met	767
9 <sup>th</sup>	n/a	925	n/a	780
10 <sup>th</sup>	n/a	984	n/a	782
11 <sup>th</sup>	Standard-nearly met	1026	Standard-nearly met	803
12 <sup>th</sup>	n/a	1144	n/a	817

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

### Process

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



4. At this point, if everyone is in agreement, student is then redesignated RFEP.
5. If a student has not met criteria 1, 2, or 4, they will remain EL and will be reevaluated the next school year.

## **RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES**

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

### **RFEP Monitoring**

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

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

## **Annual RFEP Monitoring Schedule**

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



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

## INITIAL ELPAC NOTIFICATION LETTER

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

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

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

### Language Assessment Results

See enclosed Student Score Report

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

### Program Placement

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

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



### Exit (Reclassification) Criteria

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

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

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

## Intervention and Support Options

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

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

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

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

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

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

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

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

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

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

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

### **Additional Online Programs:**

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

organizers and action images to learning strategies, lesson plans, vocabulary activities, and more.

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



## Evidence Form

Initial ELPAC Correction: Correcting ELAS from EL to IFEP

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

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

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

**List of evidence attached:**

Reading	Writing
Listening	Speaking

**Additional teacher comments and observations:**

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

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

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

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

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



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

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

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

### English Language Learner Reclassification Form

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

#### 1. ELPAC Scores

#### 2. English Language Proficiency/ Academic Performance

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

#### 3. Teacher Evaluation

#### 4. Parent Opinion



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

Teacher Signature:

EI Coordinator:

\_\_\_\_\_

\_\_\_\_\_

Parent Signature:

Official RFP Date:

\_\_\_\_\_

\_\_\_\_\_



## Parent Notification Letter of Reclassification

Date:

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

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

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

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

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

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

Sincerely,

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



## English Language Learner RFEP Monitoring Form

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

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

Was academic performance satisfactory? Yes No

Are intervention strategies necessary? Yes No

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

**Additional Comments/Information**





## Reclassification Form For English Learners with Disabilities

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

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

**2. ELPAC Scores**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**10. Teacher Evaluation**

**11. Parent Opinion**



--

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

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

# Coversheet

## Local Control and Accountability Plan (LCAP) Update (p. 166-196)

**Section:** V. Academic Excellence  
**Item:** B. Local Control and Accountability Plan (LCAP) Update (p. 166-196)  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** LCAP and ELO Board Presentation #2 Clarksville.pptx

# CLARKSVILLE CHARTER SCHOOL

## High School CCI LCAP

Expanded Learning Opportunities (ELO) Grant

April 29, 2021





# HIGH SCHOOL

Shannon Breckenridge



# CCI Indicator

### State Measures

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

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

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

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

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

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



Where Are We  
Now?

Clarksville Charter School CCI Indicator	Prepared	Approaching Prepared	Not Prepared
2020 (cohort of 56)	12.5%	21.4%	66.1%
2019 (cohort of 28)	35.7%	17.9%	46.4%
2018 (cohort of 19)	5.3%	47.4%	47.4%

These are the current numbers that we will work on improving.



How Is It Judged?



## College/Career Readiness

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

PREPARED	APPROACHING PREPARED	NOT PREPARED
<ul style="list-style-type: none"> <li> <b>Smarter Balanced Summative Assessments:</b> Score of Level 3 "Standard Met" or higher on both English language arts/literacy (ELA) and mathematics</li> <li> <b>Advanced Placement (AP) Exams:</b> Score of 3 or higher on two AP exams</li> <li> <b>International Baccalaureate (IB) Exams:</b> Score of 4 or higher on two IB exams</li> <li> <b>College Credit Courses:</b> Two semesters or three quarters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded</li> <li> <b>State Seal of Biliteracy (SSB):</b> SSB awarded and score of Level 3 or higher in ELA on the Smarter Balanced Summative Assessments</li> <li> <b>Leadership/Military Science:</b> Two years of Leadership/Military Science, score of Level 3 or higher in ELA or math, and Level 2 "Standard Nearly Met" or higher in other subject area</li> <li> <b>University of California (UC) and California State University (CSU) a-g requirements:</b> Complete a-g course requirements with a grade of C- or better plus one of the Additional Criteria from the box below</li> <li> <b>Career Technical Education (CTE) Pathway:</b> Pathway completion with a grade of C- or better in the capstone course plus one of the Additional Criteria from the box below</li> </ul> <div style="border: 1px solid green; padding: 5px; margin-top: 10px;"> <p><b>Additional Criteria</b></p> <ul style="list-style-type: none"> <li> Smarter Balanced Summative Assessment Scores:                             <ul style="list-style-type: none"> <li>• Level 3 or higher on ELA and at least a Level 2 in mathematics, or</li> <li>• Level 3 or higher on mathematics and at least a Level 2 in ELA</li> </ul> </li> <li> One semester/two quarters of College Credit Courses with a grade of C- or better in academic/CTE subjects</li> <li> Score of 3 on one AP exam or score of 4 on one IB Exam (for a-g requirement only)</li> <li> Completion of CTE Pathway (for a-g requirement only)</li> </ul> </div>	<ul style="list-style-type: none"> <li> <b>Smarter Balanced Summative Assessments:</b> Score of Level 2 "Standard Nearly Met" on both ELA and mathematics</li> <li> <b>College Credit Courses:</b> One semester or two quarters of college coursework with a grade of C- or better in academic/CTE subjects where college credit is awarded</li> <li> <b>UC and CSU a-g requirements:</b> Complete a-g course requirements with a grade of C- or better</li> <li> <b>CTE Pathway:</b> Pathway completion with a grade of C- or better in the capstone course</li> <li> <b>Leadership/Military Science:</b> Two years of Leadership/Military Science</li> </ul>	<p style="background-color: #FFDAB9; padding: 5px; border: 1px solid #FFDAB9;">Did not meet any of the measures or did not graduate.</p>
<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>Criteria Key</b></p> <ul style="list-style-type: none"> <li> Assessment</li> <li> Coursework</li> </ul> </div>		

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

October 2018

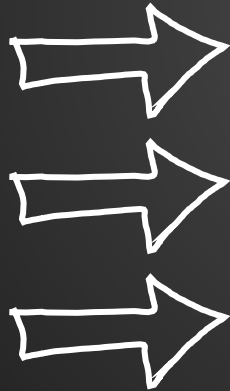


Here's What  
We're Doing...





# 21-22 School Year...NEXT Steps



Update the IGP process to include CCI

Free 9th - 12th counselor advisory courses

Continued training & communication

# Opportunities for Growth



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



Gain authorization with College Board to offer AP testing.



Add AG World Languages I-IV to our catalog.



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



Continue with concurrent enrollment and develop dual enrollment opportunities.

# STAKEHOLDER ENGAGEMENT



# Parent Feedback



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



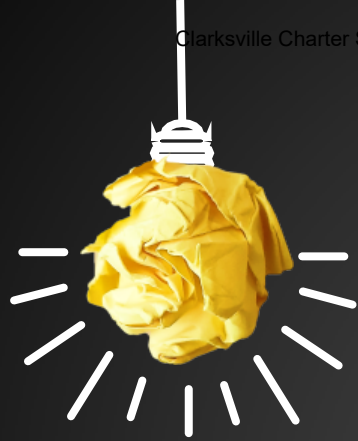
Is the school effective in strengthening and promoting academic achievement of all students?



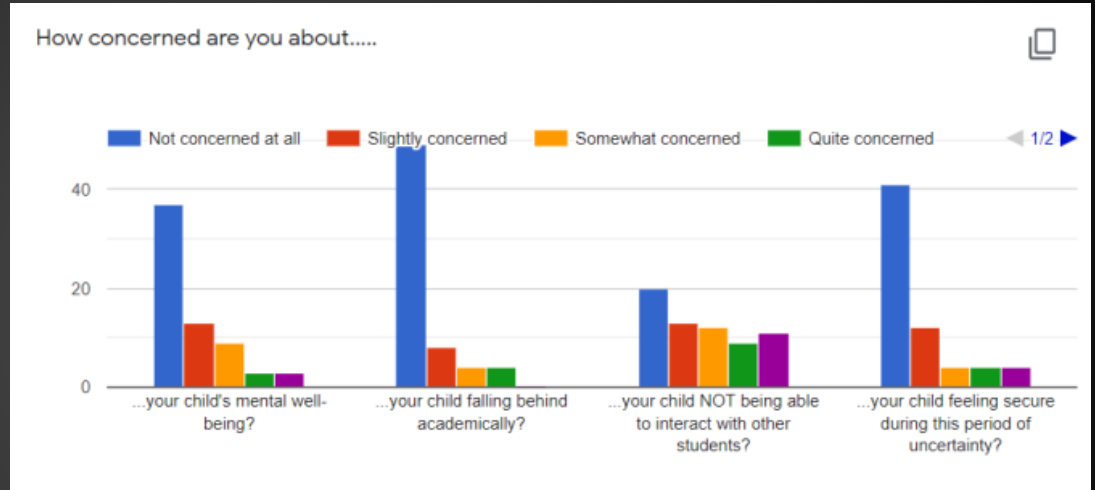
How effective is the school in providing a safe, healthy, and engaged learning environment for all students?



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



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



# Student Feedback: Grades 4th- 12th



I feel safe and connected to my school.

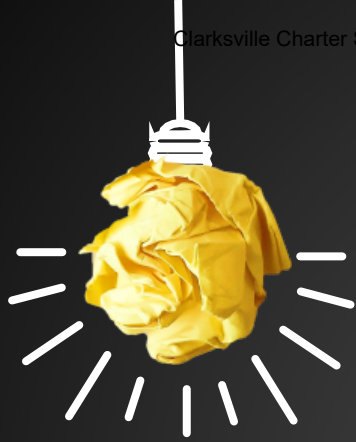


My school provides me with the materials I need to learn such as textbooks and learning materials to meet my educational needs.



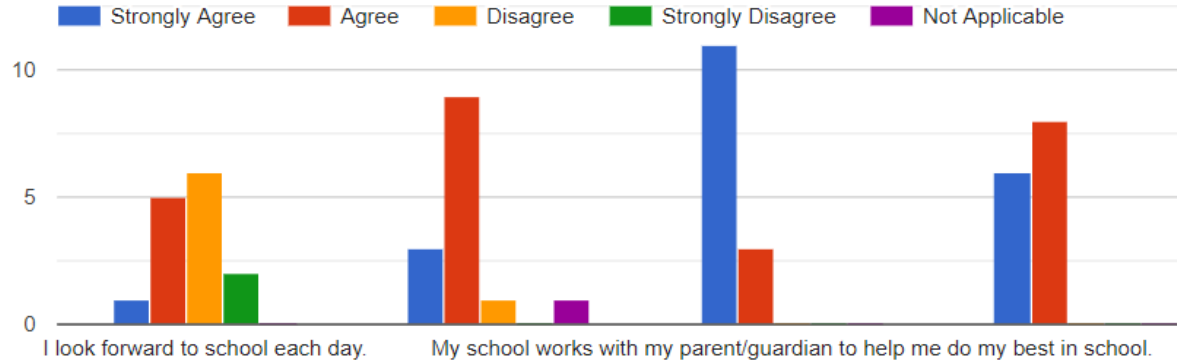
My school works with my parent/guardian to help me do my best in school.



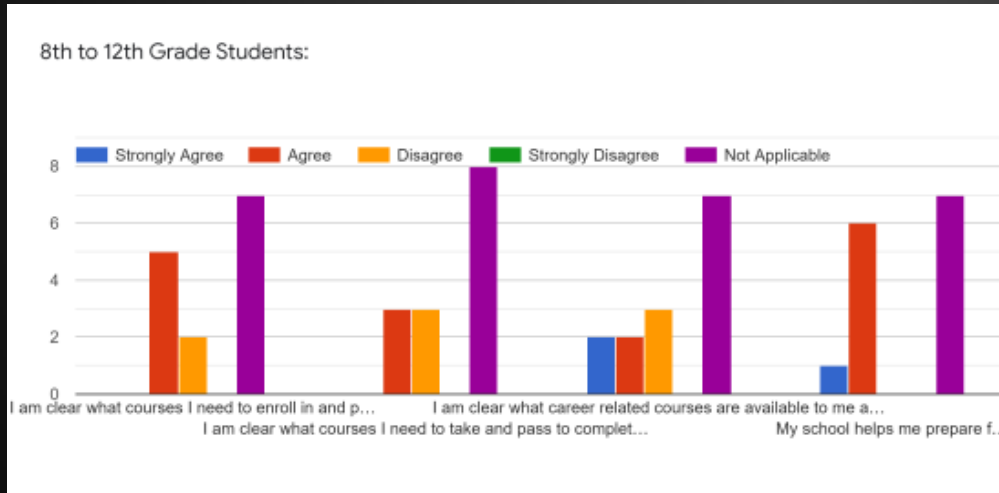


# Student Feedback Grades 4th-12th

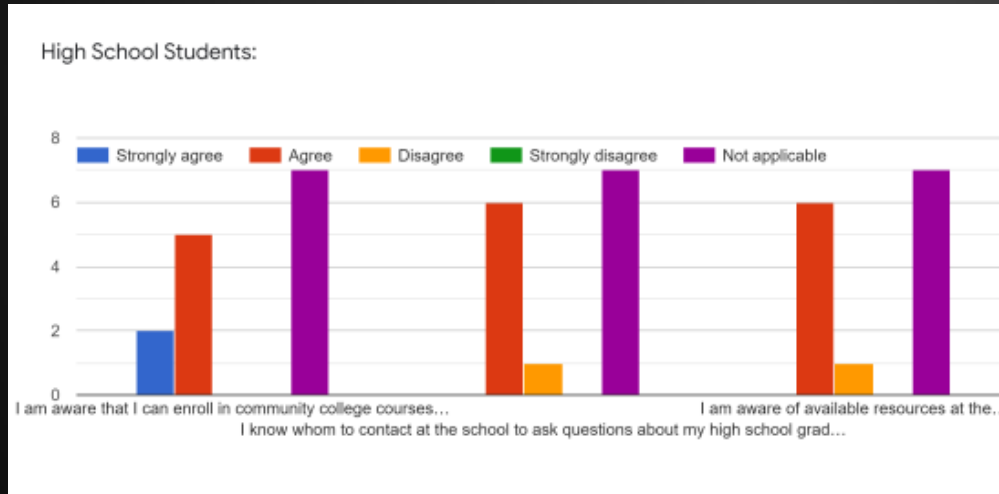
## General Questions:



# Feedback from 8th-12th Grade Students



# Feedback from High School Students



# Staff Feedback



Which state priorities should be the focus of school resources?



Parent Involvement ( Efforts to seek parent input and participation) 60.4%



Basic Services (Teacher credentials, instructional materials) 56%



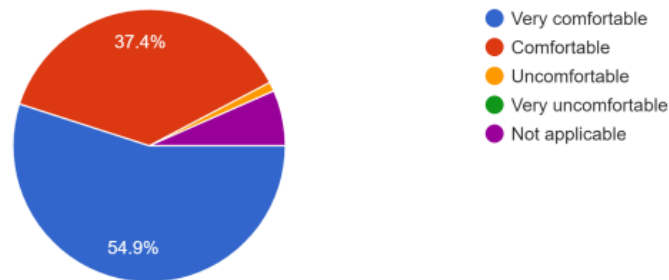
Course Access (Student access to broad course of study) 53.8%



# Staff Feedback to the Question

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

91 responses



# Goal #1

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



## ACTIONS:

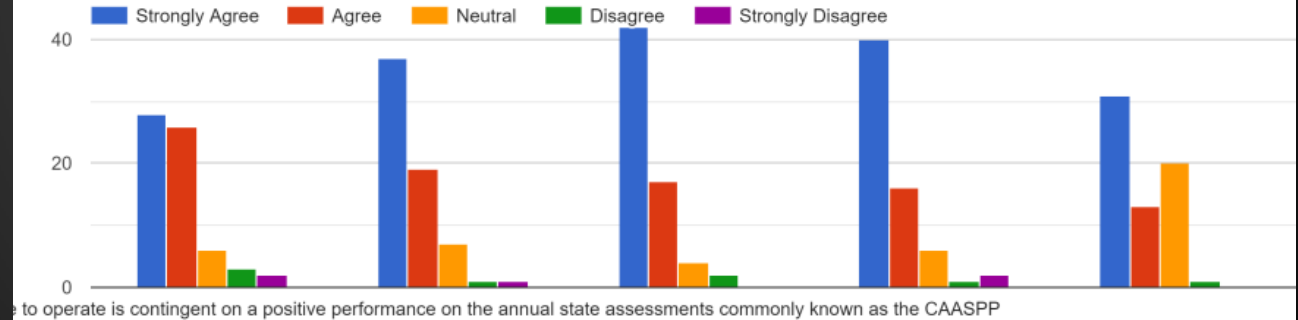
1. Professional Learning related to student learning needs particularly for English learners, foster youth, students who qualify for free or reduced lunch and students with disabilities
2. Implement and assess formative and interim assessments
3. Increase the number of live or synchronous classes/ workshops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





# Parent Feedback for Goal #1

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





## Goal #2

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

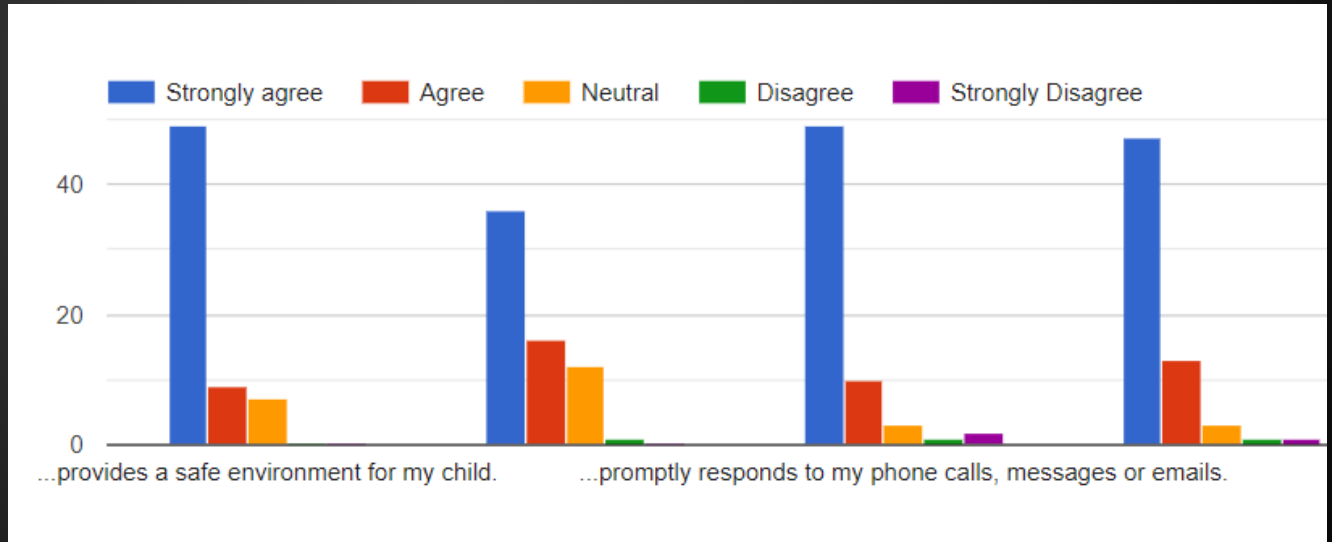
### ACTIONS:

1. Fund support staff for unduplicated student support
2. Hire certificated staff to provide online/synchronous instruction, programs and support for our English Learners
3. Fund new integrated website for staff, students and families
4. Fund School Counselor/SSD Coordinator
5. Hire Guidance Tech





## Parent Feedback For Goal #2





## Goal #3

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

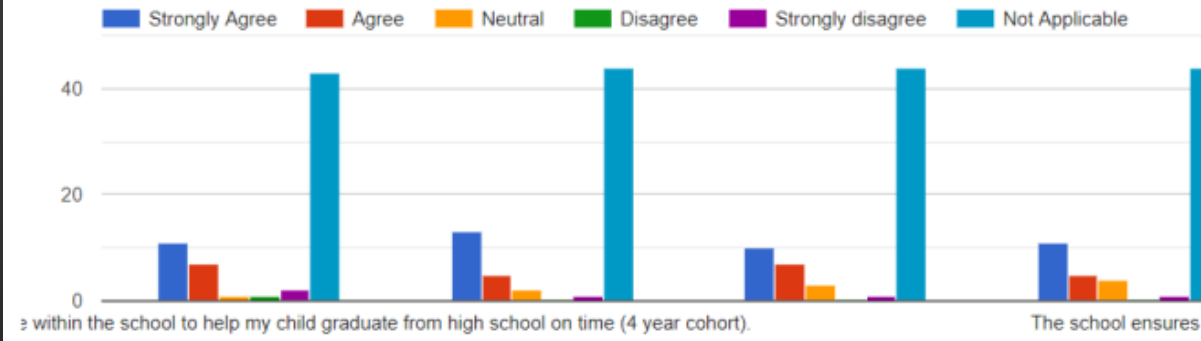
### ACTIONS:

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



## Parent Feedback For Goal #3

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





WHAT'S NEXT!

# LCAP Draft: Reflect feedback from Stakeholders

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



# TIMELINE

MAY

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

JUNE

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

21-22

School Year

Continual process reflecting and refining LCAP for current school year.

22-23

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

23-24

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

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



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

# Seven Supplemental Instruction and Support Strategies ELO Grant Plan



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

ELO Grant Funding  
**\$731,637**





THANK YOU!

# Coversheet

## Child Abuse Prevention and Reporting Policy (p. 197-202)

**Section:** V. Academic Excellence  
**Item:** C. Child Abuse Prevention and Reporting Policy (p. 197-202)  
**Purpose:** Vote  
**Submitted by:** Darcy Belleza  
**Related Material:** Child Abuse Prevention and Reporting Policy\_-\_Clarksville.pdf

**BACKGROUND:**

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

**RECOMMENDATION:**

Recommending Board approval.



## Child Abuse Prevention and Reporting Policy

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

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

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

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

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

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

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

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

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

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

From California Penal Code Section 11166

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

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

The Board agrees with the Legislature that:

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

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

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

### **Duty to Report**

Certificated employees and classified employees trained in child abuse identification and reporting shall report known or suspected child abuse to a child protective agency by telephone immediately or as soon as practically possible and in writing within thirty-six hours. The reporting duties are individual and cannot be delegated to another individual.

### **Definitions**

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

Teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, employees of a childcare institution, head start teachers, school psychologists, licensed nurses, counselors, presenters of child abuse prevention programs and those instructional aides or other classified employees trained in child abuse reporting.

3. "Child Protective Agencies" are those law enforcements and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation department and child protective services.
4. "Reasonable Suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect.  
(California Penal Code 11166)

### **Reporting Procedures**

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

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

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

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

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

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

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

Detailed instructions for completion of the form are on the back sheet of the form.

Reporters may request assistance from the site administrator in completing and mailing the form; however, the mandated reporter is still responsible for ensuring that the written report is correctly filed.

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

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

### **Legal Responsibility and Liability**

1. Mandated reporters have absolute immunity. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse.
2. A mandated reporter who fails to report an instance of child abuse, which he/she knows to exist or reasonably should know to exist, is guilty of a misdemeanor and is punishable by confinement in jail for a term not to exceed six (6) months or by a fine

of not more than one thousand dollars (\$1,000) or both. The mandated reporter may also be held civilly liable for damages for any injury to the child after a failure to report.

3. When two (2) or more persons who are required to report jointly, have knowledge of suspected instance of child abuse, and when there is agreement, and a single report may be made and signed by the person selected. However, if any person who knows or should know that the person designated to report failed to do so, that person then has a duty to make the report.
4. The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction. Release of Child to Peace Officer When a child is released to a peace officer and taken into custody as a victim of suspected child abuse, the Executive Director shall not notify the parent or guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer with the address and telephone number of the child's parent or guardian. It is the responsibility of the peace officer to notify the parent or guardian of the situation. Peace officers will be asked to sign an appropriate release or acceptance of responsibility form (cf. 5145.11 – Questioning and Apprehension).

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

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

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

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

# Coversheet

## SELPA Master Contract (p. 203-244)

**Section:** V. Academic Excellence  
**Item:** D. SELPA Master Contract (p. 203-244)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2021-22-Individual-Services-Agreement-ISA.xlsx  
2021-2022-Master-Contract.docx

## Notice

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

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

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

***2021-2022***

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

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

Contract Year 2021-2022

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

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

**Type of Contract:**

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

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

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

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

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**2021-2022**

**CONTRACT NUMBER:**

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

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

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

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

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

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

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

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

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

**15. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

**16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

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

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

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

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

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

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

## **EDUCATIONAL PROGRAM**

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

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

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

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

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

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

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

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

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

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

## **23. INSTRUCTIONAL MINUTES**

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

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

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

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

## **24. CLASS SIZE**

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

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

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

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

## **25. CALENDARS**

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

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

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

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

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

## **26. DATA REPORTING**

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

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

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

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

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

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

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

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

### **31. STUDENT DISCIPLINE**

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

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

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

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

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

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

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

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

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

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

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

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

### **35. COMPLAINT PROCEDURES**

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

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

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

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

**41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

#### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

#### **52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

#### **53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the  1<sup>st</sup>  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**

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

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:**

<b>Name and Title</b>	<b>Name and Title</b>
<b>Nonpublic School/Agency/Related Service Provider</b>	<b>LEA</b>
<b>Address</b>	<b>Address</b>
<b>City State Zip</b>	<b>City State Zip</b>
<b>Phone Fax</b>	<b>Phone Fax</b>
<b>Email</b>	<b>Email</b>

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

Maximum Contract Amount: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:  
 \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____



**EXHIBIT B: 2021-2022 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_

Address \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (M.I.) \_\_\_\_\_  
 City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 (Residence) (Business)  
 Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_

**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_  
**= PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other \_\_\_\_\_ (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

## Coversheet

### Board Letter to Families Supporting STAR Assessment Participation (p. 245-247)

**Section:** V. Academic Excellence  
**Item:** E. Board Letter to Families Supporting STAR Assessment Participation  
(p. 245-247)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CV Board letter \_ Testing.pdf



April 23, 2021

Dear Families of Clarksville Charter School,

We would like to take a moment to thank you for your continued participation in the Star Assessment benchmark testing this year. Even in the face of challenging circumstances, our school continues to come through with fantastic participation and continued academic growth.

We as a school, have been positioned well in comparison to the brick and mortar schools during this time of pandemic and distance learning. We are continuing to see academic growth, and our data shows that our students have not suffered additional learning loss. Our students are continuing to flourish, and this is something to celebrate!

And there is more good news!

Because of Covid, California has been granted permission by the U.S. Department of Education to use local assessments in place of the CAASPP test that is normally administered in the Spring. We are thrilled that we are able to utilize this option, which is already familiar to our students and families.

However we aren't quite done yet, and we need you to help us finish strong!

California State **still** requires 95% of testing age students to participate in this assessment. **This is the only data accepted by the state that we will have available to measure student growth for the 2020-2021 school year.**

Additionally, this assessment will also provide us with real-time, actionable data that will help our school plan and thoughtfully build out programs targeted at student growth and achievement -- something our authorizers look very closely at when considering charter renewals.

**We cannot stress enough the importance of students in all grades making every effort to participate in the Star Assessment during this Spring testing window**, or Clarksville Charter School could face severe penalties on the California Dashboard - the states' measurement of school accountability. This in turn, could impact our ability to renew our charter and continue operations.

As always, we appreciate your collaborative effort to best support your child and our school as we move into the home stretch of this unprecedented school year.

Sincerely,

The Board of Clarksville Charter School