



# Literacy First Charter Schools

## Literacy First Charter School Board of Trustees

### Regular Board Meeting

---

**Date and Time**

Wednesday May 11, 2022 at 5:00 PM PDT

**Location**

698 West Main Street  
El Cajon, CA 92021

---

Please contact Steve Robinson by phone 619.442.5197 or by email [steve.robinson@lfcsinc.org](mailto:steve.robinson@lfcsinc.org) to request any disability related access to this board meeting.

Documents related to this meeting are available on line at <https://www.lfcsinc.org/> by following the "LFCS Board of Trustees Meeting Agendas" link, in hard copy form at the on site meeting location of 698 W. Main Street El Cajon, CA 92020, or by emailing Steve Robinson at [steve.robinson@lfcsinc.org](mailto:steve.robinson@lfcsinc.org).

To access this meeting remotely please follow the information below.

**Join Zoom Meeting**

[https://us02web.zoom.us/j/84947857228?  
pwd=OXRVOTdRWTDTL1VvY2NjVFhINGhLUT09](https://us02web.zoom.us/j/84947857228?pwd=OXRVOTdRWTDTL1VvY2NjVFhINGhLUT09)

Meeting ID: 849 4785 7228

---

Passcode: ahXE9D

---

**Agenda**

	<b>Purpose</b>	<b>Presenter</b>	<b>Time</b>
<b>I. Opening Items</b>			<b>5:00 PM</b>
<b>A. Record Attendance</b>			1 m
<b>B. Call the Meeting to Order</b>			
<b>C. Flag Salute</b>			5 m
<b>D. Approve Minutes From April 20, 2022</b>	Approve Minutes	Lisa Amorteguy	1 m
<b>E. Approve Current Agenda</b>	Vote		
<b>F. Public Comment on Agenda Items</b>			5 m
<b>G. Public Comment on Non-Agenda Items</b>			5 m
<b>II. Executive Director's Report</b>			<b>5:17 PM</b>
<b>A. School events, program, and staffing update</b>	FYI	Debbie Beyer	5 m
<b>B. Presentation of teachers who completed the Induction Program</b>	FYI	Justin Stinson	
11 teachers and their mentors will be present to be recognized for completing the Induction Program.			
<b>C. 2022-23 Declaration of Need</b>	Vote	Justin Stinson	5 m
School leadership recommends the board approve the 2022-2023 school year Declaration of Need (DON) for fully qualified educators at Literacy First Charter Schools. Board Approval will allow for future hires as needed for the 2022-2023 school year and is in compliance with the requirements and Ed Code set forth by the Commission of Teacher Credentialing with the new and current DON CL- 500 form.			
<b>D. Committee on Assignment</b>	Vote	Justin Stinson	5 m

	Purpose	Presenter	Time
<p>School leadership recommends the board approve the Committee on Assignment (COA) for Mr. Chris Castberg's assignment to teach high school ceramics in the 2022-2023 school year. This COA is in compliance with the Superintendent of the San Diego County Board of Education's directive as well as EC 44258.7 (c)(d) (Elective classes only)</p>			

<b>E.</b> Charter law regarding board approval of contracts	FYI	Debbie Beyer	5 m
<p>The executive director will update the board on charter law regarding board approval of contracts.</p>			

<b>F.</b> Approval of 6th grade camp contract	Vote	Debbie Beyer	5 m
<p>The executive director recommends the board approve the contract for the next three years of 6th grade camp through SDCOE.</p>			

<b>G.</b> 2022-23 LFCS Calendars			5 m
<p>The executive director recommends the board approve the calendars for the 2022-23 school year.</p>			

**III. Chief Business Officer's Report 5:47 PM**

<b>A.</b> 2021-22 Financial Report as of April 30, 2022	FYI	Steve Robinson	5 m
<p>CBO will present current school financials as of April 30, 2022 including the 2021-22 P-2 report.</p>			

<b>B.</b> Facilities Update	Discuss	Steve Robinson	5 m
-----------------------------	---------	----------------	-----

**LCHS Alpine:** The general contractor has completed demolition. Teldata assessed the intercom system and believes it only needs a couple speakers and a central control mechanism. Teldata assessed the phone system and needs to install phone lines into about 6 classrooms and offices. We will bring the existing phones in Lemon Grove to Alpine. The athletic director and CBO met with Alpine community leaders concerning shared use of fields. LCHS entering a field use agreement with the Alpine Union School District and among the other community sports programs already using district fields (AYSO soccer, Little League, a softball league, and a lacrosse league). A system is being created to allocate fields and schedule the

	Purpose	Presenter	Time
<p>use of fields. Baseball may use the Flinn Springs Little League fields as no baseball fields are currently available in Alpine. Use of the Joan MacQueen gym requires no such coordination and is open for LCHS CIF volleyball and basketball use.</p>			

**Junior Academy:** New HVAC systems are installed and working properly. A/V screen installations planned prior to graduation / moving up ceremonies. Summer work: roof repairs, parking lot repair and sealing, Legacy bricks installed, cross removed, field expansion, curb adjustments for traffic flow at pick up, WiFi repairs and updates.

**Primary Academy:** Summer work: classroom roof repairs, possible HVAC replacement / repair.

**Liberty Academy:** Summer work: playground repair, shade replacement

<p><b>C. Update on SOS lawsuits</b></p>	<p>FYI</p>	<p>Steve Robinson</p>	<p>5 m</p>
---	------------	---------------------------	------------

The CBO will update the board on the two lawsuits filed by SOS in opposition to the construction of our new school site on Chase Ave. There is a May 6 hearing in the case v. SDCOE. Regarding the case v. San Diego County Board of Supervisors, the court calendar has been published through June 2022 and this case has not been scheduled.

<p><b>D. Contracts / Large Purchases Notifications</b></p>	<p>FYI</p>	<p>Steve Robinson</p>	
--	------------	---------------------------	--

The CBO would like to inform the board of the following large purchases and executed contracts in the last 30 days:

Perlmutter: 27 white boards for LCHS Alpine; \$8582

Teldata: Installation of the phone system for LCHS Alpine; \$4,428.35

American Made Logistics: JA small projects - Legacy Bricks installation, second story landing repair, dutch door construction on shed; \$6,835 total

American Made Logistics: JA Cross Removal; \$6,470.

<p><b>E. Unused Sick Days for Service Credit Calculation Policy</b></p>	<p>Vote</p>	<p>Steve Robinson</p>	<p>5 m</p>
---	-------------	---------------------------	------------

The CBO recommends the Board approve the LFCS policy to allow employees to include unused sick days in their service credit calculations upon retirement within either CalSTRS or CalPERS.

	<b>Purpose</b>	<b>Presenter</b>	<b>Time</b>
<b>F. Resolution 2022-11</b>	Vote	Steve Robinson	5 m

The CBO recommends the board approve Resolution 2022-11 to give all LFCS employees a \$3000 retention bonus in fiscal year 2022-23 in response to the pandemic induced staff shortages. ESSER II and ESSER III funds will be used to pay for this bonus as it is a response to the pandemic. The retention bonus will be paid out in equal installments of \$1000 during October 2022, March 2023, and June 2023 payroll cycles on the condition that the employee remains employed at Literacy First Charter Schools during each of these payroll cycles. If an employee leaves Literacy First before the end of the 2022-23 school year and has received one or more of these installments, Literacy First Charter Schools reserves the right to recoup the bonus payments from the employee.

<b>G. 2022-23 LFCS Salary Schedules</b>	Vote	Steve Robinson	5 m
---	------	-------------------	-----

The CBO recommends the board approve the salary schedules for 2022-23. These will be available at the board meeting.

<b>H. Updated 2021-26 MOU with SDCOE</b>	Vote	Steve Robinson	
--	------	-------------------	--

The CBO recommends the board approve the updated 2021-26 MOU with SDCOE. The only change is the following additional language from a previous MOU that was omitted from the 2021-26 MOU.

8.a.i. The Charter School shall maintain its high school location within the boundaries of the Grossmont Union High School District, and maintain its primary locations (grades kindergarten through eighth) within the Cajon Valley Union School District.

<b>I. Resolution 2022-12</b>	Vote	Steve Robinson	5 m
------------------------------	------	-------------------	-----

The CBO recommends the board approve Resolution 2022-12, an official notification of the board's support for the school's application to the California Office of Public School Construction's Charter School Facilities Program to help cover the expenses incurred to rehabilitate the new LCHS site at 1850 Alpine Blvd Alpine, CA 91901. This resolution is a requirement to complete the application.

<b>J. Junior Academy Wifi network upgrade bid approval</b>	Vote	Steve Robinson	
--	------	-------------------	--

The CBO will present bids for the upgrading of the Junior Academy WiFi network. Only one is available for review at this time.

	<b>Purpose</b>	<b>Presenter</b>	<b>Time</b>
<b>K. LFCS UPK TK Plan</b>	FYI	Steve Robinson	5 m

The CBO would like to present the school plan for Universal Prekindergarten / Transition Kindergarten as required by recent Ed Code. Schools are required to present their plans to their governing boards no later than June 30, 2022 but not for a vote. LFCS plans to implement the UPK / TK requirements through Freedom Academy. The plan provides responses to the required prompts in the template. The plan will be available at the meeting.

**IV. Governance 6:27 PM**

<b>A. Board Protocols</b>	Discuss	Priscilla Schreiber	5 m
<b>B. Committee Assignments</b>	Discuss	Priscilla Schreiber	5 m
<b>C. Executive Director, CBO, Board Evaluations</b>	Discuss	Priscilla Schreiber	

**V. Closed Session 6:37 PM**

<b>A. Enter Closed Session</b>	Vote		5 m
<b>B. Real Estate Matters</b>	Discuss		5 m
<b>C. Adjourn Closed Session</b>	Vote		5 m

**VI. Closing Items 6:52 PM**

<b>A. Adjourn Meeting</b>	Vote		
---------------------------	------	--	--

# Cover Sheet

## Approve Minutes From April 20, 2022

**Section:** I. Opening Items  
**Item:** D. Approve Minutes From April 20, 2022  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for Literacy First Charter School Board of Trustees on April 20, 2022

APPROVED



## Literacy First Charter Schools

### Minutes

#### Literacy First Charter School Board of Trustees

#### Regular Board Meeting

---

**Date and Time**

Wednesday April 20, 2022 at 5:00 PM

**Location**

698 West Main Street  
El Cajon, CA 92021

---

Please contact Steve Robinson by phone 619.442.5197 or by email [steve.robinson@lfcsinc.org](mailto:steve.robinson@lfcsinc.org) to request any disability related access to this board meeting.

Documents related to this meeting are available on line at <https://www.lfcsinc.org/> by following the "LFCS Board of Trustees Meeting Agendas" link, in hard copy form at the on site meeting location of 698 W. Main Street El Cajon, CA 92020, or by emailing Steve Robinson at [steve.robinson@lfcsinc.org](mailto:steve.robinson@lfcsinc.org).

To access this meeting remotely please follow the information below.

**Join Zoom Meeting**

<https://us02web.zoom.us/j/88273282217?pwd=YitLSStJMEd5NjRod1RuN0hhWjICQT09>  
Meeting ID: 882 7328 2217  
Passcode: 2n2pBs

---

**Trustees Present**

J. Lewis, K. Evans, P. Schreiber

**Trustees Absent**

---



L. Razooky

**Guests Present**

D. Beyer, L. Amorteguy, S. Robinson

---

**I. Opening Items**

**A. Record Attendance**

**B. Call the Meeting to Order**

P. Schreiber called a meeting of the board of trustees of Literacy First Charter Schools to order on Wednesday Apr 20, 2022 at 5:06 PM.

**C. Flag Salute**

**D. Approve Minutes From March 9, 2022**

K. Evans made a motion to approve the minutes from March 9th, 2022 Literacy First Charter School Board of Trustees on 03-09-22.

J. Lewis seconded the motion.

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

**E. Approve Minutes from March 16, 2022 Special Board Meeting**

J. Lewis made a motion to approve the minutes from March 16th, 2022 Literacy First Charter School Board of Trustees on 03-16-22.

K. Evans seconded the motion.

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

**F. Approve Current Agenda**

K. Evans made a motion to Approve Current Agenda April 20th 2022.

J. Lewis seconded the motion.

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

**G. Public Comment on Agenda Items**

None

**H. Public Comment on Non-Agenda Items**

None

**II. Executive Director's Report**

**A. School events, program, and staffing update**

Debbie Beyer shared the attendance record. Back to 95% attendance rate. Sher shared campus Newsletters. PLEF is hosting a Coin Clash, raising monies for playground improvements, rubber mats, umbrellas shades.

May Events starting: Parents are coming to help, Secrets of the Sisterhood Tea, Read the Night Away, Business Fair at the JA, High School group Limitless participate in Project 25, they are holding a self defense class for girls, Mother's Day Tea's first week in May, High School Drama will perform "12 Angry Jurors",

Senior Exhibitions will take place at the end for May. Sports continue to finish up. Enrollment Lottery is May 17th. National Charter Schools Week is 2nd week of May, Teacher Appreciation is 3rd week of May.

#### **B. Charter Law: Contracts**

Tabled until May Meeting

#### **C. Staff Reports**

Lisa Amorteguy and Lacie Beyer shared information about the upcoming Kindergarten Event "Read the Night Away" An event for parents and children to teach parents how to help their child learn to read.

Jamie Robinson made presentation on CAPAS testing. CAPAS testing coming in May for our 3rd - 8th grade and 11th grade.

Troy Beyer shared Year to Date Specialized Services at LFCS. Staffing, current needs and student population.

### **III. Chief Business Officer's Report**

#### **A. 2021-22 Financial Report as of March 31, 2022**

CBO, Steve Robinson presented current school financials as of March 31, 2022.

#### **B. Update on LCHS Alpine Site**

The general contractor has started the tenant improvement. A security guard is on site 7 nights per week to prevent the extensive vandalism that has occurred since March 1. The campus will be rekeyed next month. Negotiations continue for access to fields and the gym for our athletics. The facility use agreement with Alpine AYSO for after school and weekend use of the soccer field on site has been transferred to LFCS and expires June 2022. LFCS took occupancy of the site effective March 1, 2022 all utilities, campus security, and insurance are now the responsibility of LFCS. All utilities have been transferred. Insurance coverage is in the process of being transferred.

#### **C. Update on JA facilities project**

Demolition of white houses at 1025 Pepper Drive is now complete and approved by CDE to use ESSER II funds. Cross Removal Project remains on hold. MPR A/V Project is scheduled for July 2022. A/C replacement project completed.

#### **D. Update on SOS lawsuits**

On March 18 in the case against SDCOE, the judge ruled against the LFCS led demurer to throw out the case. SDCOE counsel will make their own demurer arguments on May 6th. Unlikely the judge will grant that demurer. On May 6, a trial date will be scheduled. Appeal hearing to be calendared in the case v. San Diego County Board of Supervisors.

#### **E. Contracts / Large Purchases Notifications**

The CBO informed the board of the following large purchases and executed contracts in the last 30 days:

Christy White: Audit and tax services for fiscal years 2022, 2023, and 2024 as approved during the March 9, 2022 board meeting. \$12,960 for fiscal year 2022, \$13,400 for fiscal year 2023, \$13,855 for fiscal year 2024.

Jackson and Foster: A/C replacement at the JA as approved during the March 9, 2022 board meeting. \$43,090.97. A/C replaced last week.

Dan Morrin: LCHS Alpine Tenant Improvement Project: \$863,802  
Southland Technology: Purchase of 24 Smartboards for LCHS Alpine plus training: \$72,105.33 (ESSER II funds). These were delivered on 4.1.2022.

Lynn's Locksmith Service: Rekey the Alpine campus; \$5,725.03

Perlmutter: 27 4' x 8' whiteboards for LCHS Alpine; \$8,582.29.

#### **F. Approve a contract for roof repairs to LCHS Alpine MPR**

The CBO recommended the board approve the Wise Roofing contract to replace the roof shingles on the MPR at the LCHS Alpine site. They have done for us in the past, have the proper licenses and insurance, and have the lowest bid for tear off and replacement at \$44,240.

AUSD (Alpine Union School District) agreed with this recommendation and has authorized a \$44,240 offset to our first month's rent.

P. Schreiber made a motion to Approve Wise Roofing contract for roofing on MPR at LCHS Alpine Campus.

K. Evans seconded the motion.

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

#### **G. Contract to move LCHS from Lemon Grove to Alpine**

The CBO recommended the board approve the San Diego Moving bid to move the furniture, curriculum, equipment, tools, and miscellaneous items from current LCHS site in Lemon Grove to the future LCHS site in Alpine. San Diego Moving's bid totals \$14,625 (taking 4-5 days; 10 years experience).

P. Schreiber made a motion to Approve San Diego Moving bid to move current LCHS Campus equipment to new Alpine Campus.

J. Lewis seconded the motion.

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

#### **H. Annual Resolutions for Authorized Designated Agents**

The CBO recommended the board approve Resolutions 2022-07, 2022-08, 2022-09, 2022-10 authorizing Debbie Beyer and Steve Robinson as authorized agents for LFCS in regards to financial decisions, rights, and duties with SDCOE (signing warrants, picking up warrants and paychecks, receiving mail, reissuing warrants, verifying oaths of allegiance).

K. Evans made a motion to Approve Resolutions 2022-07, 2022-08, 2022-09, 2022-10.

J. Lewis seconded the motion.

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

#### **I.**

### **Contract for Junior Academy Reroofing Project**

The CBO recommended the board approve the Wise contract to reroof the southern auditorium building and the two sheds at the Junior Academy. Wise has completed roof work for us before, and have the lowest bid. The CBO will apply for CDE approval to use ESSER II funds for this contract as fixing leaking roofs improves air quality which is an allowable use of ESSER II funds. Similar projects have been approved for LFCS previously.

P. Schreiber made a motion to Approve Wise contract to reroof auditorium and sheds at the Jr. Academy.

K. Evans seconded the motion.

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

### **J. Contract for Primary Academy Reroofing Project**

The CBO recommended the board approve the Wise contract to reroof the classroom buildings at the Primary Academy. The CBO will apply for CDE approval to use ESSER II funds for this contract as fixing leaking roofs improves air quality which is an allowable use of ESSER II funds. Wise Roofing: \$42,640

P. Schreiber made a motion to Approve Wise Contract to reroof classroom buildings at the Primary Academy Campus.

K. Evans seconded the motion.

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

## **IV. Governance**

### **A. Board Protocols**

Board Retreat to be scheduled

### **B. Committee Assignments**

Board asking for PTLC and PLEF to attend Board Meetings on occasion.

### **C. Executive Director, CBO, Board Evaluations**

Will discuss this at the up coming Board Retreat.

## **V. Closed Session**

### **A. Enter Closed Session**

K. Evans made a motion to go into closed session.

J. Lewis seconded the motion.

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

### **B. Expulsion Hearing**

A student was expelled and will be provided a rehabilitation plan.

### **C. Real Estate Matters**

No action was taken

### **D.**

### **Adjourn Closed Session**

K. Evans made a motion to To leave closed session and enter open session at 8:11.

J. Lewis seconded the motion.

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

## **VI. Closing Items**

### **A. Adjourn Meeting**

K. Evans made a motion to Adjourn Meeting.

J. Lewis seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:55 PM.

Respectfully Submitted,  
S. Robinson

# Cover Sheet

## 2022-23 Declaration of Need

<b>Section:</b>	II. Executive Director's Report
<b>Item:</b>	C. 2022-23 Declaration of Need
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Declaration Of Need 2022-23 School year.pdf



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Literacy First Charter Schools District CDS Code: 103711

Name of County: San Diego County Office of Education County CDS Code: 37-103711-6119119

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on \_\_\_/\_\_\_/\_\_\_ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Debbie Beyer \_\_\_\_\_ Executive Director  
Name Signature Title

619 579-5730 \_\_\_\_\_ 619 579-7232 \_\_\_\_\_  
Fax Number Telephone Number Date

799 E. Washington Ave El Cajon, CA 92020  
Mailing Address

debbie.beyer@lfcsinc.org  
Email Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	10 _____
Bilingual Authorization (applicant already holds teaching credential)	10 _____
List target language(s) for bilingual authorization: _____	
Resource Specialist	10 _____
Teacher Librarian Services	5 _____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.



Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	20
Single Subject	20
Special Education	20
TOTAL	60

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Math	5
Science	5
Social Science	5
Art	3
PE	3

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. we partner with SDCOE, Cal Teach Fullerton, PLNU, NU, SDC,

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.  
GCU, SDSU, SDCOE, PLNU, SDC, HTH, NU,  
\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.  
\_\_\_\_\_  
\_\_\_\_\_

# Cover Sheet

## Committee on Assignment

<b>Section:</b>	II. Executive Director's Report
<b>Item:</b>	D. Committee on Assignment
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Committee On Assingment for Chris Castberg.pdf

**Literacy First Charter Schools (LCHS)  
COMMITTEE ON ASSIGNMENT (COA) ACTIONS**

School: Liberty Charter High School Date: May 11<sup>th</sup>, 2022

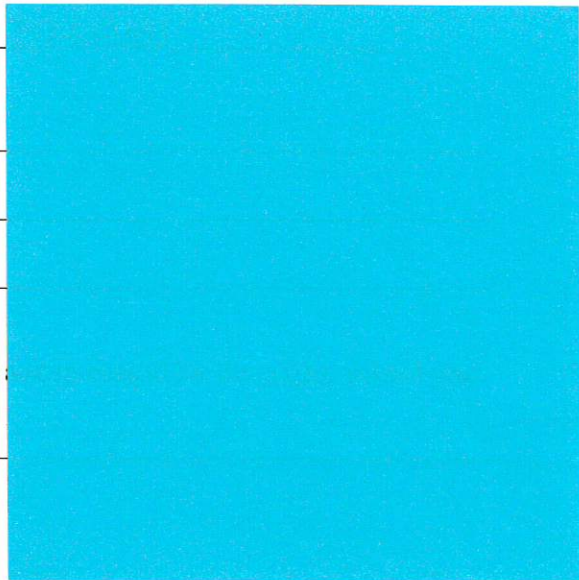
Teacher Name: Christopher Castberg SS#: \_\_\_\_\_

Approved Subject Area(s):  
Single Subject Art: Visual Arts Ceramics

My signature below confirms that I have consented to the above:

\_\_\_\_\_  
Educator Signature

\_\_\_\_\_  
Date



Action approved by board on (date) \_\_\_\_\_

\_\_\_\_\_  
Authorized District Administrator Signature

Executive Director  
\_\_\_\_\_  
Title

Debbie Beyer  
\_\_\_\_\_  
Print Name

May 11<sup>th</sup>, 2022  
\_\_\_\_\_  
Date

EC §44258.7(c)(d) Committee on Assignment (Elective Classes Only) - (c) A teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments. For purposes of this subdivision an "elective course" is a course other than English, mathematics, science, or social studies. The membership of the committee on assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators. (d) Assignments approved by the committee on assignments shall be for a maximum of one school year, but may be extended by action of the committee upon application by the schoolsite administrator and the affected teacher. All initial assignments or extensions shall be approved prior to the assignment or extension. Districts making assignments under this subdivision shall submit a plan to the county superintendent of schools which shall include, but need not be limited to, the following:  
(1) Statements signed by the district superintendent and the president or chairperson of the district governing board, approving the establishment of the committee.  
(2) Procedures for selection of the committee membership.  
(3) Terms of office for committee members.  
(4) Criteria for determining teachers' qualifications for these assignments.

# Cover Sheet

## 2021-22 Financial Report as of April 30, 2022

<b>Section:</b>	III. Chief Business Officer's Report
<b>Item:</b>	A. 2021-22 Financial Report as of April 30, 2022
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	2021-22 LFCS Reported P-2.pdf LFCS Actuals Ending 4.30.22.pdf

# Principal Apportionment Data Collection (PADC)

Processing Cycle: 2021-22 P-2, Reporting Period: 2021-22 P-2

Home / Data Entry / Charter School / Literacy First Charter / Attendance Charter School

## Attendance Charter School

### Record Information



### Entity Information

County: San Diego  
School: Literacy First Charter  
CDS Code: 37 10371 6119119  
Charter Number: 0405  
Data ID: 66825868

### Details

Last Saved By: [Literacyfirst](#)  
Last Saved Date: 4/20/2022 2:57:35 PM  
Last Validation By: [Literacyfirst](#)  
Last Validation Date: 4/20/2022 2:59:36 PM

### Validation Information

Number of Records: 7  
Number of Errors: 0  
Number of Warnings: 1  
Passed Data Validation: Yes

### Certification Information

Charter School - COE Oversight: [Literacyfirst](#) - 4/20/2022 3:02:38 PM  
County Office of Education: None

**Did the charter school cease operation or instruction during the current fiscal year? NO**  
 If No, move on to Line A-7

A-5b

**Date (mm/dd/yyyy) Operation or Instruction Ceased**

A-6

Single Track/Track A

A-6a

Track B

A-6b

Track C

A-6c

Track D

A-6d

Track E

A-6e

**Days of Operation.** Only required at P-1 and P-2 if school ceased operation during the fiscal year. Required for all charter schools at Annual.

A-7

Single Track/Track A

A-7a

Track B

A-7b

Track C

A-7c

Track D

A-7d

Track E

A-7e

**Indicate the Type of Instruction**

A-8

Classroom-based

A-8a

Nonclassroom-based

A-8b

Combination

A-8c

Extended Year Special Education - Nonpublic,  
 Nonsectarian Schools [EC 56366(a)(7)] and/or  
 Nonpublic, Nonsectarian Schools - Licensed Childrens  
 Institutions Nonclassroom-based ADA (Divisor 175)  
 through C-4)

C-4	0	0	0	0	0	0	0
C-5	107.85	62.32	17.17	0	187.34		

**ADA Totals for Track**

Total Regular ADA (B-1 + C-1)

D-1	737.61	516.27	265.97	327.98	1,847.83		
-----	--------	--------	--------	--------	----------	--	--

Total Extended Year Special Education [EC 56345(b)(3)]  
 ADA (Divisor 175) (B-2 + C-2)

D-2	0	0	0	0	0		
-----	---	---	---	---	---	--	--

Total Special Education - Nonpublic, Nonsectarian  
 Schools [EC 56366(a)(7)] and/or Nonpublic,  
 Nonsectarian Schools - Licensed Childrens Institutions  
 ADA (B-3 + C-3)

D-3	0	0	0	0	0		
-----	---	---	---	---	---	--	--

Total Extended Year Special Education - Nonpublic,  
 Nonsectarian Schools [EC 56366(a)(7)] and/or  
 Nonpublic, Nonsectarian Schools - Licensed Childrens  
 Institutions (Divisor 175) ADA (B-4 + C-4)

D-4	0	0	0	0	0		
-----	---	---	---	---	---	--	--

ADA Totals for Track (Sum of D-1 through D-4)

D-5	737.61	516.27	265.97	327.98	1,847.83		
-----	--------	--------	--------	--------	----------	--	--

**Other ADA**

ADA for Students in Transitional Kindergarten pursuant  
 to EC 46300 included in Line D-5 ( TK/K-3 Column, First  
 Year ADA Only)

E-1	0	0	0	0	0		
-----	---	---	---	---	---	--	--

Nonclassroom-based ADA not eligible for funding  
 pursuant to EC 47612.5(b) and 51745.6 and not  
 included in C-5

E-2	0	0	0	0	0		
-----	---	---	---	---	---	--	--

Course Based Independent Study ADA, pursuant to EC  
 51749.5, included in C-5

E-3	0	0	0	0	0		
-----	---	---	---	---	---	--	--

Course Based Independent Study ADA not eligible for  
 funding, pursuant to EC 47612.5(b) and 51745.6,  
 included in E-2

E-4	0	0	0	0	0		
-----	---	---	---	---	---	--	--



Extended Year Special Education - Nonpublic,  
 Nonsectarian Schools [EC 56366(a)(7)] and/or  
 Nonpublic, Nonsectarian Schools - Licensed Childrens  
 Institutions Nonclassroom-based ADA (Divisor 175)  
 Nonclassroom-based ADA Totals for District of  
 Residence (Sum of G-1 through G-4)

G-4	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
G-5	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

**ADA Totals for District of Residence**

Total Regular ADA (F-1 + G-1)

H-1	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
-----	--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------------

Total Extended Year Special Education [EC 56345(b)(3)]  
 ADA (Divisor 175) (F-2 + G-2)

H-2	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
-----	--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------------

Total Special Education - Nonpublic, Nonsectarian  
 Schools [EC 56366(a)(7)] and/or Nonpublic,  
 Nonsectarian Schools - Licensed Childrens Institutions  
 ADA (F-3 + G-3)

H-3	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
-----	--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------------	--------------------------------

Total Extended Year Special Education - Nonpublic,  
 Nonsectarian Schools [EC 56366(a)(7)] and/or  
 Nonpublic, Nonsectarian Schools - Licensed Childrens  
 Institutions (Divisor 175) ADA (F-4 + G-4)  
 ADA Totals for District of Residence (Sum of H-1  
 through H-4)

H-4	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
H-5	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

Total Extended Year Special Education - Nonpublic, Nonsecarian Schools [EC 56366(a)(7)] and/or Nonpublic, Nonsecarian Schools - Licensed Childrens Institutions (Divisor 175) ADA (Sum of All Records H-4)	L-4	L-4	L-4	L-4	L-4	L-4	L-4	L-4
ADA Totals for All Districts (Sum of L-1 through L-4)	L-5	L-5	L-5	L-5	L-5	L-5	L-5	L-5
	0	0	0	0	0	0	0	0

LITERACY FIRST CHARTER SCHOOLS

4/30/2022

Fund: 6209  
Charter Schools Enterprise Fund

CDE Charter # / CDS #: 0405 / 37-10371-6119119  
Sponsoring LEA: SDCOE

Description	Object Codes	Original Adopted Budget (A)	Projected Operating Budget (B)	Actuals To Date (C)	Difference Col B & A (D)	% Diff Column B & C (E)
<b>A. REVENUES</b>						
1) LCFF Sources						
a) State Aid - Local Control Funding Formula (LCFF)	8011	11,327,550	8,831,006	7,948,620	(2,496,544)	90.0%
b) Educational Protection Account (EPA)	8012	3,962,510	4,853,818	3,637,955	891,308	75.0%
c) Transfers to Charter schools in Lieu of Property Taxes	8096	3,981,722	3,740,635	2,849,050	(241,087)	76.2%
Total LCFF Sources	8010-8099	19,271,782	17,425,459	14,435,625	(1,846,323)	82.8%
2) Federal Revenue	8100-8299	1,413,396	1,933,944	939,963	520,548	48.6%
3) Other State Revenue	8300-8599	2,002,552	2,823,977	1,620,528	821,425	57.4%
4) Other Local Revenue	8600-8799	1,752,037	1,750,172	1,185,288	(1,865)	67.7%
5) TOTAL, REVENUES		24,439,767	23,933,552	18,181,404	(506,215)	76.0%
<b>B. EXPENSES</b>						
1) Certificated Salaries	1000-1999	10,666,630	9,566,162	7,874,205	(1,100,468)	82.3%
2) Classified Salaries	2000-2999	2,181,890	2,519,335	2,052,048	337,445	81.5%
3) Employee Benefits	3000-3999	4,279,562	4,216,492	3,319,689	(63,070)	78.7%
4) Books and Supplies	4000-4999	1,629,280	1,287,918	896,121	(341,362)	69.6%
5) Services and Other Operating Expenses	5000-5999	5,244,768	5,627,915	4,181,607	383,147	74.3%
8) Other - September Suspense	7999	0	0	0	0	0.0%
9) TOTAL, EXPENSES		24,002,130	23,217,822	18,323,671	(784,308)	78.9%
<b>C. EXCESS(DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>						
		437,637	715,730	(142,267)	278,093	-19.9%
<b>D. OTHER FINANCING SOURCES/USES</b>						
1) Interfund Transfers						
a) Transfers In	8900-8929					
b) Transfers Out	7600-7629					
2) Other Sources/Uses						
a) Sources	8930-8979	0	0	0	0	0.0%
b) Uses	7630-7699	0	0	0	0	0.0%
3) Contributions (between unrestrict/restricted)	8980-8999	0	0	0	0	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES		0	0	0	0	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE / NET POSITION (C + D4)</b>						
		437,637	715,730	(142,267)	278,093	-19.9%
<b>F. FUND BALANCE, RESERVES / NET POSITION</b>						
1) Beginning Fund Balance / Net Position						
a) As of July 1 - Unaudited	9791	17,595,730		18,233,221	0	
b) Audit Adjustments	9793	0		(1,620,088)	0	
c) As of July 1 - Audited (F1a + F1b)		17,595,730		16,613,133		
d) Other Restatements	9795	0		0	0	
e) Adjusted Beginning Balance / Net Position (F1c + F1d)		17,595,730		16,613,133		
2) Ending Fund Balance / Net Position, June 30 (E + F1e)		18,033,367		16,470,866		
<b>G. COMPONENTS OF ENDING FUND BALANCE - FUND 01</b>						
1) Nonspendable						
a) Revolving Cash	9711					
b) stores	9712					
c) Prepaid	9713					
d) All Others	9719					
2) Restricted	9740					
3) Committed						
a) Stabilization Arrangements	9750					
b) Other Commitments	9760					
4) Assigned						
a) Other Assignments	9780					
5) Unassigned/Unappropriated						
a) Reserve for Economic Uncertainties	9789					
b) Unassigned/Unappropriated Amount	9790					
<b>G. COMPONENTS OF ENDING NET POSITION - FUND 62</b>						
a) Net Investment in Capital Assets	9796					
b) Restricted Net Position	9797					
c) Unrestricted Net Position	9790					

## Cover Sheet

### Unused Sick Days for Service Credit Calculation Policy

<b>Section:</b>	III. Chief Business Officer's Report
<b>Item:</b>	E. Unused Sick Days for Service Credit Calculation Policy
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Using Used Sick Days for Service Credit Calculations.docx

Literacy  
First  
Charter  
Schools



*"The tree of knowledge begins with literacy."*

## Unused Sick Days for Service Credit Calculation Policy

As eligible employees of Literacy First Charter Schools are awarded up to a maximum of ten sick days per year, at retirement from Literacy First Charter Schools, any unused sick days accrued by eligible employees of Literacy First Charter Schools will be included into their CalSTRS or CalPERS service credit calculation. For example, if an eligible employee enrolled in CalSTRS or CalPERS worked for ten years at Literacy First Charter Schools and used ten total sick days over those ten years, he/she would have 90 days added to his/her CalSTRS or CalPERS service credit calculation. This policy applies to all Classic and PEPRAs employees eligible and enrolled in either CalSTRS or CalPERS upon retirement from Literacy First Charter Schools.

At the time of hire, a new Literacy First Charter Schools employee may carry over up to ten unused sick days per year of employment at another California public institution for which this employee was eligible and enrolled in CalSTRS or CalPERS. For example, if a teacher worked for the Cajon Valley Union School District for ten years, was eligible and enrolled in CalSTRS, and had accrued 120 unused sick days, this employee can carry over 100 unused sick days to their employment at Literacy First Charter Schools which could be used as part of their service credit calculation upon retirement from Literacy First Charter Schools. (i.e. 100 unused sick days carried over upon employment by Literacy First Charter Schools plus 50 earned through employment by Literacy First Charter Schools minus 10 used while employed at Literacy First Charter Schools would equal 140 unused sick days to be used in service credit calculation upon retirement from Literacy First Charter Schools.)

799 E. Washington Ave., El Cajon CA 92020  
619.579.7232  
[www.lfcsinc.org](http://www.lfcsinc.org)

# Cover Sheet

## Resolution 2022-11

**Section:** III. Chief Business Officer's Report  
**Item:** F. Resolution 2022-11  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
LFCS Board Resolution 2022-11 Retention Bonus 2022-23.docx

**LITERACY FIRST CHARTER SCHOOLS RESOLUTION NO. 2022-11**

**RESOLUTION TO AUTHORIZE ALL EMPLOYEES RECEIVE A RETENTION BONUS IN 2022-23**

**ON MOTION** of Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, the following resolution is hereby adopted:

**WHEREAS**, the COVID pandemic has caused significant staff shortages and volatility;

**WHEREAS**, LFCS seeks to hire and retain qualified staff to provide continuity of instruction, assessment, supervision, maintenance, and customer service;

**WHEREAS**, LFCS seeks to maintain the employment of current staff;

**THEREFORE, BE IT RESOLVED** that the Governing Board of Literacy First Charter Schools authorizes the Executive Director and Chief Business Officer to pay all staff, a retention bonus during the 2022-23 school year of \$3000. This bonus will be paid in the October 2022, March 2023, and June 2023 payroll cycles on the condition that the employee remained employed by Literacy First Charter Schools from their hire date through the deadline to run payroll for each of the aforementioned payroll cycles. For example, if the deadline to run the October 2022 payroll is October 15, 2022, then an employee would be eligible for the first \$1000 payment of the retention bonus if they remained employed by Literacy First Charter Schools from their date of hire through October 15, 2022. Literacy First Charter Schools reserves the right to recoup any and all retention bonus payments made to an employee who leaves the employment of Literacy First Charter Schools prior to the end of the 2022-23 school year per the employee’s contract.

The retention bonus payments will be paid using ESSER II and/or ESSER III funds as the retention bonus is a response to the pandemic induced staffing shortages.

**PASSED AND ADOPTED** by the Governing Board of Literacy First Charter Schools on May 11, 2022 by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF CALIFORNIA

I, Lucy Razooky, Recording Secretary of the Governing Board of Literacy First Charter Schools, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESS my hand this 11<sup>th</sup> day of May, 2022

\_\_\_\_\_  
Recording Secretary of the Governing Board of Literacy First Charter Schools  
Lucy Razooky

# Cover Sheet

## Updated 2021-26 MOU with SDCOE

<b>Section:</b>	III. Chief Business Officer's Report
<b>Item:</b>	H. Updated 2021-26 MOU with SDCOE
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	2021-26 SDCOE-LFCS MOU 4.29.22.docx



## **MEMORANDUM OF UNDERSTANDING**

**by and between**

**San Diego County Board of Education**

**and Literacy First Charter Schools**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the San Diego County Office of Education ("SDCOE" or the "County Board") and Literacy First Charter Schools ("LFCS"), a nonprofit public benefit corporation operating Literacy First Charter ("Literacy First Charter" or the "Charter School"). Together, SDCOE, the County Board, LFCS, and the Charter School shall be referred to as the "Parties".

### **1. RECITALS**

- (a) The San Diego County Board of Education ("County Board") is the governing elected body of the SDCOE, administered by the San Diego County Superintendent of Schools ("SDCSS"). SDCOE, the County Board, and SDCSS are referred to interchangeably herein unless otherwise specified.
- (b) LFCS is a California non-profit public benefit corporation that operates Literacy First Charter, a public charter school existing under the laws of the State of California and under the chartering authority and oversight of the County Board. LFCS, the non-profit public benefit corporation, shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein. Wherever this Agreement obligates the Charter School to a course of action or prohibits or limits the Charter School from a course of action, LFCS shall also be required to fulfill such obligation and be subject to such prohibition or limitation. No other corporations shall participate in the governance of the Charter School unless a material revision to the Charter is requested and approved pursuant to the requirements of Education Code sections 47604 et. seq.
- (c) The County Board authorized the Charter School, and exercises oversight of it through the SDCOE. This Agreement is intended to outline the agreement of the Charter School and the SDCOE governing their respective fiscal and administrative responsibilities, their legal relationships, the provision of special education services and the operation of the Charter School.
- (d) The Charter School submitted a renewal charter petition on January 27, 2021. On April 14, 2021, the County Board approved the Charter School's renewal petition for the term of July 1, 2021 to June 30, 2026.
- (e) The Charter School also submitted a request for material revision of the Charter with the renewal petition on January 27, 2021. The County Board approved, with conditions, the Charter School's request for material revision on April 14, 2021.

- (f) Written modifications of this Agreement may be made by agreement as set forth in section 2.(a)(iii) below.
- (g) The terms of this Agreement are intended by both Parties to become part of the conditions, standards and procedures set forth in the renewal petition (the "Charter").
- (h) The Parties agree that this Agreement is consistent with the approved Charter. To the extent that this Agreement is inconsistent with any of the terms of the Charter, both Parties shall meet to amend the Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. If the Parties do not reach agreement regarding the consistency, the Parties agree to follow the procedures for dispute resolution as stated in the Charter.

## 2. **AGREEMENTS**

### (a) **Term**

- (i) The term of this Agreement shall be coterminous with the term of the Charter. This Agreement shall be effective on July 1, 2021, and upon approval by the Charter School's Board of Trustees, whichever is later, and will remain in place through June 30, 2026, or until otherwise terminated in accordance with this Agreement.
- (ii) If the County Board revokes or does not renew the Charter, this Agreement is terminated automatically after completion of required closure activities, irrespective of whether the Charter receives approval by the State Board of Education ("SBE"), or any other authorizing entity. This Agreement shall terminate automatically upon closure of the Charter School for any reason, after closure activities have been completed. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law. Only the indemnification clauses in this Agreement survive closure.
- (iii) No oral or other agreements or understanding shall be effective to modify or alter the written terms of the Agreement. This Agreement may be amended or modified only by mutual written agreement, executed by duly authorized representatives of both Parties. Such modification must specifically indicate the Parties' intent to modify or amend this Agreement.
- (iv) The duly authorized representative of the County Board is the SDCSS or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of the Charter School with the SDCSS, unless the SDCSS delegates this function to another officer of the SDCOE. The duly authorized representative of the Charter School is the Executive Director or designee.
- (v) Failure to meet and comply with the terms of the Agreement may constitute a material violation of the conditions, standards, or procedures set forth in the

Charter within the meaning of Education Code section 47607(f)(1) and subject to the procedures set forth in Education Code Sections 47607(g)-(h).

**(b) State Funding under the Local Control Funding Formula**

- (i) The Charter School will be funded in accordance with the Local Control Funding Formula (“LCFF”). The Charter School will receive base funding and may receive supplemental, and concentration grants. The Charter School will be responsible for providing the California Department of Education (“CDE”) with all data required for funding and will comply with all laws and regulations as developed by the Legislature and the SBE. All information provided by the Charter School shall be truthful and accurate.
- (ii) LCFF includes accountability requirements. The Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan (“LCAP”) using a template adopted by the SBE.
- (iii) The Charter School shall comply with the requirements of Education Code sections 47604.33, 47606.5, 52060(d) and 52064.1 in developing its LCAP including but not limited to:
  - (1) Consultation with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP and annual update;
  - (2) Hold at least one public hearing to solicit recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing shall be posted at least 72 hours before the public hearing, and the LCAP and annual update shall be made available for public inspection at each site operated by the Charter School;
  - (3) On or before July 1 of each year, hold a public hearing to adopt the LCAP.
  - (4) Submit the LCAP and annual update to the SDCSS by or before July 1 of each year, and post on the Charter School’s website.
- (iv) The Charter School shall comply with all accountability measures, including the LCAP evaluation rubrics as may be revised by the SBE from time to time, as well as the following:
  - (1) SBE regulations including but not limited to all requirements “to increase and improve” services for targeted students.
  - (2) Address all State Priorities and required metrics.
  - (3) Comply with Education Code section 47607.3 and cooperate with SDCOE, the SDCSS, and the California Collaborative for Education Excellence if technical assistance is necessary.

- (4) The Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
  - (v) The Charter School meet all statewide standards and conduct the student assessments required, pursuant to Education Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools, as set forth in Education Code Section 47605(d)(1).
  - (vi) The Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651.
  - (vii) Grants written by and obtained by the Charter School will come directly to the Charter School and not go through the SDCOE.
  - (viii) The Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of funds.
  - (ix) The Charter School agrees that all revenue allocated to the Charter School by any federal, state, or local agency shall only be used to provide educational services and support for school age children enrolled in and attending the Charter School consistent with its Charter and shall not be used for purposes inconsistent with the approved Charter, this Agreement or any duly approved and authorized amendments to the Charter or this Agreement.
    - (1) Educational services and support do not include fee-based preschool services, after school programs, or childcare services.
  - (x) The Charter School agrees that any material change in the governance structure of the Charter School requires a material revision, approved by the County Board at a duly noticed meeting.
  - (xi) Should the Charter School, as an entity separate from LFCS, close (by revocation or nonrenewal of its Charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter
- (c) **Legal Relationship**
- (i) The Parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the SDCOE. The Charter School is operated by a non-profit public benefit corporation. The Charter School shall maintain its status in good standing and compliance with its Bylaws.
  - (ii) The Charter School shall be wholly and independently responsible for Charter School's operations and shall manage its operations efficiently and economically as described in the Charter and its annual budget. If SDCOE, SDCSS, and the

County Board complies with its supervisory oversight duties, including but not limited to those set forth in Education Code Sections 47604.32, the SDCOE, SDCSS, and County Board shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School pursuant to Education Code Section 47604(d). With respect to its operations under the Charter and this Agreement, the Charter School agrees, to the fullest extent permitted by law, to indemnify the County Board, SDCSS, and SDCOE, its employees, and agents against any such claims as set forth in the Charter and this Section. The Charter School will not in any case attempt to avoid a debt, liability or obligation and will not otherwise shift any debt, liability or obligation to SDCOE, SDCSS, and the County Board provided that SDCOE, SDCSS, and the County Board have performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m).

- (iii) It is agreed that it is the Parties' intent that the SDCOE shall not incur unreimbursed costs or expenses of any type whatsoever as a result of its relationship with the Charter School.
- (iv) The Charter School shall not have the authority to enter into a contract that would bind the SDCOE, SDCSS, or the County Board, nor to extend the credit of the SDCOE, SDCSS, or the County Board to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the SDCOE, SDCSS, or the County Board with which or with whom the Charter School enters into an agreement or contract, that the obligations of the Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the SDCOE, SDCSS, or County Board.
- (v) The Charter School shall notify the SDCOE in writing before it incurs a debt or sells receivables in an amount greater than twenty-five thousand dollars (\$25,000), setting forth the amount of debt, the lender, and the general terms of the agreement, but the Charter School shall not be required to seek or obtain SDCOE's approval to receive any such loans or debt. Advance notice shall include the amount of the loan or sale of receivables, a description of the need for the loan or sale or receivables, the terms, the plan for repayment if a loan, and a cash flow schedule. It is agreed that all loans and sales of receivables sought by the Charter School shall be authorized in advance by the Charter School's Board of Trustees and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide information regarding any such loan to the County Board and SDCOE pursuant to Education Code section 47604.3.
- (vi) It is further agreed that all loans distributed by the Charter School to any other entity, including LFCS, shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The Charter School shall notify SDCOE, in writing, no later than ten (10) days prior to providing loan funding to any other entity. Advance notice shall include the amount of the loan, a description of terms of the loan, and the plan for repayment, including a cash flow schedule. Upon request, the Charter School

shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.

- (vii) The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the SDCOE, SDCSS, or County Board, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against SDCOE and/or County Board Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by the Charter School, its Board of Trustees, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the SDCOE, SDCSS, or County Board arising out of any intentional acts of the personnel of the SDCOE, SDCSS, or County Board or solely out of any acts or omissions of the personnel of the SDCOE, SDCSS, or County Board that are not otherwise related to or connected with the Charter School and/or its personnel. This indemnification clause shall survive termination of this Agreement.
- (viii) The Charter School will comply with all applicable state and federal laws, including, without limitation, Education Code section 47604.1, the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), and conflict of interest laws applicable to charter schools in California, including without limitation, the Political Reform Act (Gov. Code, § 87100) and Government Code section 1090 et seq.
- (ix) The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq.), as reauthorized and amended by the Every Student Succeeds Act, and agrees to take appropriate remedial action if notified by the SDCOE, State of California, and/or Office for Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing.
- (x) To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of the SDCOE as having a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Family Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information,

health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600, et seq.

Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or FEHA) received by the SDCOE about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the SDCOE to the Charter School for the Charter School to attempt to resolve. The SDCOE may request that the Charter School inform the SDCOE of how such concerns or complaints are being addressed, and the Charter School shall provide such information. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, sections 4600 et seq. The SDCOE retains the authority to investigate any complaints received, in its sole discretion.

**(d) Terms of the Approval with Conditions**

- (i) On April 14, 2021, the County Board approved the Charter School's request for material revision of the Charter with conditions. The Charter School's operation is contingent upon its full and timely compliance with all conditions and terms set forth in this Agreement, including this section. The Parties agree that Charter School's failure to comply with any condition or term set forth herein, to the sole satisfaction of the SDCSS, may constitute sufficient grounds for revocation under Education Code 47607.
- (ii) By July 1, 2021, unless otherwise stated in the condition, the Charter School shall comply with each of the following conditions, to the sole satisfaction of the SDCSS, in order to address, reconcile and resolve the Findings presented in the Staff Report related to the material revision:
  - (1) Upon execution of this Agreement, and annually thereafter, provide SDCOE with a school safety plan that addresses the safety of staff and students at the new location of Liberty High School, 1530 Jamacha Road, El Cajon, CA. Until such time that the Charter School commences operations and on-site instruction, the proposed school safety plan submitted to government agencies as part of the site approval process (e.g. the San Diego County Planning Commission and the San Diego County Board of Supervisors) will satisfy this requirement. Within thirty (30) days of the first day of on-site instruction, the Charter School shall provide SDCOE with an updated plan, if applicable. This plan shall include the submission of any approvals or authorizations by any other local or governmental entities responsible for the granting of permits and approval concerning the new location of the school.
  - (2) In accordance with the deadlines provided by the San Diego Board of Supervisors and the San Diego County Planning Commission, address, reconcile and cure any findings and/or citations of the San Diego Board of Supervisors and the San Diego County Planning Commission, regarding

the construction of Liberty High School at 1530 Jamacha Road, El Cajon, CA to the sole satisfaction of the San Diego Board of Supervisors and/or the San Diego County Planning Commission depending on jurisdiction. SDCOE will consider this condition to be met with documentation that the charter school has met all requirements of the San Diego County Board of Supervisors and the San Diego County Planning Commission.

- (iii) Each of the conditions set forth above must be met independently, to the sole satisfaction of the SDCSS or designee, by July 1, 2021, unless otherwise stated within the condition, or unless a later deadline is agreed to in writing by the SDCSS or designee.
  - (iv) After July 1, 2021, the Charter School shall maintain continuous compliance with the conditions set forth above throughout the term of its Charter.
  - (v) The SDCSS, at its sole discretion, which shall be reasonably exercised and in good faith only, shall determine whether the Charter School has complied with the terms of this section, including compliance with each of the conditions set forth herein. Failure to comply with this section and each condition herein, in whole or in part, shall constitute a material breach of this Agreement.
  - (vi) If the SDCSS determines, in its sole discretion, which shall be reasonably exercised and in good faith only, that Charter School has materially breached this Agreement for any reason, including but not limited to failure to timely comply with any condition set forth in this section, the SDCSS will notify the Charter School in writing of the material breach.
  - (vii) The Parties agree that Charter School's failure to comply with any term of this Agreement, including this section, shall constitute sufficient grounds for revocation under Education Code 47607. The Charter School understands and acknowledges that material violations of the conditions contained in this section may cause SDCOE to initiate the revocation processes as described in Education Code Section 47607.
  - (viii) The County Board or SDCSS may also seek to enforce this Agreement in a court of law. Initiation of revocation proceedings is not required as a prerequisite to court action.
- (e) **Oversight Obligations.**
- SDCOE oversight obligations include, but are not limited to, the following:
- (i) Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter, material revisions to the Charter, and the relationship between the Charter School and the County Board.
  - (ii) Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:



- (1) Identifying at least one staff member as a contact person for the Charter School. The SDCSS identifies the Senior Director of Charter School Services as said representative;
- (2) Visiting the Charter School at least once per year;
- (3) Ensuring that the Charter School submits the reports and documents required in this Agreement; and
- (4) Monitoring the fiscal condition of the Charter School.

(iii) **Site Visits**

- (1) The SDCOE will conduct a site visit prior to the opening of a new school and at least one visit during the school year. The site visits will consist of the following:
  - a. Periodic Site Visits.
    - i. The SDCOE will conduct at least one site visit annually in order to assess the Charter School's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter. SDCOE shall provide the Charter School at least 48-hour notice prior to the annual site visit.
    - ii. The site visits may include review of the facility, review of records maintained by the Charter School, interviews with the Executive Director of the Charter School and staff, and observation of instruction in the classroom, including voluntary and non-disruptive student and parent discussion. The evaluations for each year will be considered in any renewal decision made at the end of the term of the charter. Any deficiencies will be reviewed with the Charter School administration. The Charter School shall rectify any deficiencies identified, to the satisfaction of SDCOE.
    - iii. In addition to annual site visits, the SDCOE may also make unannounced visits to the Charter School.

(iv) **Responding to Inquiries/Requests for Information:**

- (1) The Charter School agrees to promptly respond to all reasonable inquiries of the SDCOE, including, but not limited to, inquiries regarding its financial records. The SDCOE will be reasonable in its request for information, including both timing and substance.

- (2) For purposes of oversight by the County Board, the SDCOE may require the Charter School to provide information and explanation of that information. The Charter School shall provide all information and documentation in the form and at the times specified by the SDCOE.

(v) **STRS/PERS:**

- (1) The SDCOE may, upon the Charter School’s request, process any reports required by the State Teachers’ Retirement System (“STRS”) and the Public Employees’ retirement System (“PERS”) in accordance with Education Code section 47611.3 on behalf of the Charter School. To do so, the Charter School will contact SDCOE and enter into a separate agreement specifying the service and cost.
- (2) Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the County Board, to extent it is available in electronic form.

(vi) **Reserves:**

The Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. The Charter School shall maintain a minimum reserve for economic uncertainties (designated fund balance) in accordance with the following:

Size of Charter School	Amount of Reserve for Economic Uncertainty
ADA 0 to 300	The greater of 5% of total expenditures or \$69,000
ADA 301 to 1,000	The greater of 4% of total expenditures or \$69,000
ADA 1,001 to 30,000	3% of total expenditures
ADA 30,001 to 400,000	2% of total expenditures
ADA 400,001 and over	1% of total expenditures

(vii) **Insurance and Risk Management:**

- (1) The Charter School will obtain its own insurance coverage to cover the operations of the Charter School and shall supply the SDCOE certificates of insurance, with proof of insurance of at least the types and amounts recommended by the SDCOE’s insurer based upon the standard coverage for a school of similar size and location, as initially outlined below, which may change annually based on, among other factors, size and location of

the Charter School subject to SDCOE agreement to such change. The Charter School agrees to name SDCOE as an additional insured on all certificates of insurance.

- a. Comprehensive or commercial general liability insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence combined single limit for bodily injury and property damage and with tail coverage for a period of 10 years after termination of the Charter School's charter.
- b. Comprehensive or Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
- c. Workers' Compensation, at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000) each occurrence.
- d. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) each occurrence.
- e. Property Insurance insuring real and personal property of the named insured with a blanket limit applying to all property of owned, rented, leased, or borrowed by the Charter School.
- f. Commercial Crime / Faithful Performance / Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School funds, supplies, equipment and/or other assets. Minimum amount of coverage shall be One Million Dollars (\$1,000,000) per occurrence, with no self-insured retention. The bond/policy deductible shall not exceed Five Thousand Dollars (\$5,000).
- g. Cyber Coverage for both electronic and non-electronic data breach of One Million Dollars (\$1,000,000) per occurrence with an aggregate limit of not less than Two Million Dollars (\$2,000,000).
- h. If any policies are written on a claims-made form, the Charter School agrees to maintain such insurance continuously in force for ten (10) years following termination or revocation of the Charter or extend the period for reporting claims for ten (10) years following the termination or revocation of the Charter to the effect that occurrences which take place during this time, but are reported later, shall be insured.

- i. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
- j. The Charter School shall add the SDCOE, SDCSS, and County Board, and its officers, officials, employees, agents, and volunteers, as named additional insured on all of its insurance policies.
- k. The Charter School must have adopted a resolution with administrative rules and regulations in regard to risk management and safety.
- l. The Charter School must adhere to established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by or its representative in the investigation and defense of a claim.
- m. The Charter School must follow established guidelines in regard to obtaining appropriate certificates of insurance, additional insured endorsements and hold harmless and indemnification agreements.
- n. The Charter School waives all rights against SDCOE, SDCSS, and the County Board, and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- o. The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the SDCOE upon request. If the Charter School makes changes to its insurance policies, it must notify the SDCOE within ten (10) days of doing so.
- p. Should insurance expire or lapse for any reason, the Charter School shall not operate unless and until full coverage as set forth herein is reinstated.
- q. The County Board reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

- r. The charter school agrees to indemnify and hold harmless the SDCOE and its agents, employees, assigns against any and all claims, losses, damages, monetary awards and expenses, including all costs and attorneys' fees, incurred in connection with any and all claims of negligence, or willful misconduct on the part of the Charter School, its employees and agents and volunteers, brought by any entity or person for any injury, death, illness, disease, or damage to property, arising from or connected with the operation of Charter School included but not limited to the delivery of special education services.

(viii) **Governance**

**(1) Posting of Information.**

At all times it is operational, the Charter School will have the following information posted on its website and will update the posting within thirty (30) days, whenever the information changes:

- a. LFCS's Articles of Incorporation and Bylaws.
- b. Rosters and biographies of current LFCS Board of Trustees.
- c. The annual calendar of governing board meetings, including a description of how parents and community members will be notified of the meetings.
- d. The audio recording, video recording, or both of all governing board meetings, if LFCS manages two or more charter schools that are not located in the same county, in accordance with Education Code Section 47604.1(c)(4).

**(2) Governing Board Composition**

- a. The Charter School, including LFCS, shall comply with Government Code Section 1090 et. seq., as set forth in Education Code Section 47604.1
- b. The Governing Board of Literacy First Charter Schools, Inc. shall make best efforts to fill a parent member seat on the Board. If the seat remains vacant for a period over sixty (60) days after the first day of school, Literacy First Charter School must provide correspondence to the SDCOE of its outreach efforts to secure a parent board member. The board member must be a current parent at the time appointed or elected, and may not be appointed or elected for subsequent terms after their child is no longer a student at the charter school.

- c. The Charter School shall immediately provide notice to SDCOE of any change in the composition of board members and officers.
- d. The Charter School must comply with this section in order to open under the authorization of the SDCOE.

**(3) Governing Board Meetings**

- a. The LFCS Board of Trustees shall conduct public meetings at such intervals, and not less than once per quarter, as necessary to ensure that they are providing sufficient direction to the Charter School through implementation of effective policies and procedures.
- b. The LFCS Board of Trustees meeting(s) will be conducted at a location within San Diego County and in accordance with Education Code Section 47604.1.
- c. All LFCS Board of Trustees meetings will be conducted in compliance with the requirements of Education Code section 47604.1 and the Ralph M. Brown Act (Govt. Code §§ 54950 – 54963).
- d. The Charter School shall post all meeting agendas, agenda attachments and minutes regarding LFCS on the Charter School’s website. A direct link for a current LFCS governing board meeting agenda shall be placed on the Charter School website’s homepage at the time they are required to be distributed to the public pursuant to the Brown Act. The current agenda shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of Government Code section 54954.2(a)(2).
- e. Copies of LFCS meeting minutes shall be posted on the Charter School’s website within thirty (30) days after their approval by the governing board.
- f. A two-way teleconference location shall be established at each school site, and, if applicable, each resource center.
- g. Copies of all approved governing board meeting minutes will be maintained by the Charter School and shall be provided to the SDCOE within 30 days of approval of the governing board
- h. To the extent LFCS elects to have and is approved to have a Sole Statutory Member, whenever a decision by the Sole Statutory Member impacts the Charter School, the Charter School must post an agenda and minutes of its Sole Statutory Member at its facility and on its website.

**(4) Brown Act Training.**

- a. The Charter School will provide annual Brown Act training to its Board of Trustee members and the Charter School's administrators. Proof of such annual training shall be provided to SDCSS or designee.

**(5) Governing Board Policies:**

The Charter School's Board of Trustees will adopt policies and procedures to guide the operation of the Charter School. The policies and procedures will include, but not be limited to, the following:

- a. *Conflicts of Interest.*
  - i. The Charter School and its employees shall adhere to its conflicts of interest code which shall include provisions indicating the Charter School will adhere to the Political Reform Act and Government Code section 1090. The Charter School will train board members and impacted Charter School employees regarding its conflict of interest policy. Upon request, the Charter School will provide verification that all board members and impacted Charter School employees have participated in conflict of interest training.
- b. *Internal Fiscal Controls.*
  - i. The Charter School will develop and maintain internal fiscal control policies governing all financial activities. Prior to opening (or as policies are revised), a copy of the Charter School's internal control policies and procedures approved by the Charter School's Board of Trustees will be submitted to the SDCOE. Such policies and procedures are subject to review during site visits to see that they are being implemented.
  - ii. Such policies will include, but not be limited to the following:
    - 1) Expenditures shall be made in accordance with amounts specified in the annual budget or budgetary revisions adopted by the Charter School's Board of Trustees;
    - 2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and

- 3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to CDE and SDCOE.

c. *Campus Supervision.*

- i. Policies must include, but not be limited to, the supervision of students before and after school, and while on campus, student pick-up, as well as a procedure for visitors to enter and leave the campus.

d. *Discipline Policies.*

- i. Policies must include, but not be limited to, lists of the offenses for which students may (and must) be suspended or expelled, and the procedures for suspension or expulsion for disciplinary reasons or involuntary removal for any reason, including an explanation of how the Charter School will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with the requirements of Education Code sections 47605(c)(5)(J), 47606.2 and 48901.1.
- ii. The procedures shall include the way in which a student will be provided schoolwork, if requested, for a suspension of two (2) or more school days, and the following statements:
  - 1) Upon the request of a parent, a legal guardian or other person holding the right to make an education decision for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more schooldays, the homework that the pupil would otherwise have been assigned.
  - 2) If a homework assignment that is requested and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

e. *Admissions.*



- i. Policies and procedures regarding admission, lottery enrollment, non-discrimination, and admission preferences in accordance with Education Code Section 47600 et. seq.
  
- f. *Parent/Student Handbook.*
  - i. The Parent/Student Handbook must include, at a minimum, detailed expectations for student attendance, behavior, and discipline, as well as policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. In addition to posting this document on the school's website, the Charter School will provide a hardcopy of the Parent/Student handbook to each family at the beginning of each school year and if applicable, comply with all legally required annual notifications.
  
- g. *Health and Safety Plan.*
  - i. At all times it is operational, the Charter School will have the following information posted on the Charter School website and will update the posting as quickly as possible whenever the information changes:
    - 1) A copy of the school safety plan for students and employees.
    - 2) A statement informing the public that staff has been trained in health, safety, and emergency procedures.
  - ii. The school safety plan will be consistent with the requirements of Education Code section 32282, and will address at a minimum, an assessment of the current status of school crime committed on school campuses and at school-related functions; child abuse reporting procedures; disaster and emergency procedures, including fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff; procedures to notify teachers of dangerous pupils; policies for pupils who committed an act listed in Education Code of section 48915(c) and other school-designated serious acts that would lead to suspension,

expulsion, or mandatory expulsion recommendation; a discrimination and harassment policy; and provisions of any schoolwide dress code that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code. The Charter School will provide training for staff and students in responding to emergencies and the earthquake emergency procedure system.

- iii. The school safety plan will be reviewed and updated by March 1 of each school year. A copy of the school safety plan will be forwarded to the SDCOE on or before March 1 of each school year, and within ten (10) business days of receipt of a written request from SDCOE.
- iv. The procedures regarding pupil and staff safety and health shall require that each employee of the Charter School furnish the Charter School with a criminal record summary as described in Education Code section 44237.

*h. Future Laws.*

The Charter School will comply with all future federal, state, and local laws and regulations that apply to charter schools and update their policies accordingly.

**(6) Closure Procedures.**

- a. If the Charter School closes for any reason, closure procedures must be conducted in a manner compliant with requirements contained in Education Code Section 47605(c)(5)(O) and California Code of Regulations, Title 5, section 11962, and at a minimum, must include the following:
  - i. Identification of a responsible person(s) – e.g. Executive Director or Chair of the Charter School Board of Trustees to oversee and conduct the closure process. This provision shall include a process to ensure that it is updated no less than annually or when any change is made.
  - ii. Notification of students and families, SDCOE, the SELPA of which the Charter School is a member, the retirement systems in which Charter School employees participate, and the California Department of Education of school closure. The notice must include:
    - 1) The effective date of the closure,

- 2) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure,
  - 3) The pupils' school districts of residence, and
  - 4) The manner in which parents (guardians) may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.
- iii. Provision of a list of pupils in each grade level and the classes they have completed, together with information on the pupils' district of residence, to the responsible person overseeing and conducting the closure.
- iv. Security of student and business records, including:
  - 1) Transfer and maintenance of all pupil records, all state assessment results, and any special education records to the SDCOE, and
  - 2) Transfer and maintenance of personnel records in accordance with applicable law.
- v. Processing of final employee payroll and benefits.
- vi. Identification of all assets and liabilities and plan for transfer/disposal as detailed in the Charter, this Agreement, and in accordance with law and funding or gift restrictions, including but not limited to:
  - 1) The return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlements grants and the filing of any required final expenditure reports and final performance reports, and
  - 2) The return of any donated materials and property in accordance with the conditions established when the donation of such materials or property was accepted.
- vii. Completion and filing of any annual reports required pursuant to Education Code section 47604.33

- viii. Completion of a final independent close-out audit within six (6) months after the closure of the Charter School, to be paid for by the Charter School, that includes the following:
  - 1) An accounting of all financial assets, including cash and accounts receivable, and an inventory or property, equipment, and other items of material value,
  - 2) An accounting of the liabilities, including accounts payable and any reduction of apportionments as a result of audit findings and other investigations, loans, and unpaid staff compensation, and
  - 3) An assessment of the disposition of any restricted funds received by or due to the Charter School.
- ix. Identification of a source of funding to be used for closeout expenses, including the final audit.
- x. Dissolution of the Charter School and/or nonprofit corporation.
- b. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the Charter School will serve written notice that the closure procedures have been invoked.

**(7) Administration**

a. **Enrollment and Admission Documentation.**

- i. At all times it is operational, the Charter School will have the following information posted on the Charter School website and will update the posting as quickly as possible whenever the information changes:
  - 1) Procedures for application, the public random drawing, enrollment, and admission
  - 2) A copy of any application and enrollment forms and information provided to prospective families
  - 3) The notice developed by the CDE regarding suspected violations of Education Code Section

47605(e)(4)(A)-(C) (“Charter School Complaint Notice and Form”).

- ii. The Charter School Complaint Notice and Form shall also be provided upon the following, in accordance with the Education Code Section 47605(e)(4)(D):
  - 1) When a parent, guardian, or pupil inquires about enrollment,
  - 2) Before conducting an enrollment lottery, and before disenrollment of a pupil.

b. **Business Services Contracts.**

- i. The Charter School shall provide the SDCOE a copy of its agreement, with any vendor that will provide business services to the Charter School, including but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, and purchasing, specifying the exact services that will be provided, the cost, and the term of the contract.
- ii. Upon request, the charter school must provide the SDCOE a copy of its agreements with any vendor that either individually or collectively exceed \$10,000.

**(8) Facilities:**

a. **Facilities Agreement.**

i. The Charter School shall maintain its high school location within the boundaries of the Grossmont Union High School District, and maintain its primary locations (grades kindergarten through eighth) within the Cajon Valley Union School District.

ii. The Charter School is responsible to secure its own facilities, including any additional agreements necessary to secure it. In order to operate under the SDCOE authorization, the Charter School must demonstrate by no later than sixty (60) days, or with a waiver, thirty (30) days, prior to the start of each school year that it has possession and use of facilities capable of housing its education program as described in the Charter. The Charter School will notify SDCOE as soon as possible if an extension/waiver is needed. SDCOE shall have the discretion to deny the request but shall not unreasonably withhold granting the Charter School’s waiver request.

The Charter School must provide the SDCOE with documentary evidence of its legal right to use its site and any ancillary facilities identified by the Charter School for at least the first year of the Charter School's operation, including the lease agreement if applicable, and evidence that the facility will be adequate for the Charter School's needs.

ii-iii. The Charter School shall not change facilities without a material revision to the Charter, unless necessitated by emergency circumstances. The Charter School must demonstrate that the new facilities are capable of housing its educational program and will be adequate for the Charter School's needs and must provide a copy of the proposed lease agreement, if applicable.

iii-iv. In the event of emergency circumstances necessitating a temporary change of facilities, the Charter School shall notify the SDCOE of the emergency circumstances, in writing, within three (3) days, along with the address of the temporary location and anticipated duration of stay.

iv-v. The Charter School shall not establish additional sites or facilities without a material revision to the Charter.

b. **Zoning and Occupancy.**

i. The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School shall make such documents available to the SDCOE if requested, to the extent the Charter School has access to such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

c. **Facility Safety.**

i. Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code as enforced by the local planning jurisdiction. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire

extinguishers, and fire alarms are tested annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills monthly and shall maintain records of such drills.

**(9) Transportation**

- a. All responsibility for transportation services, if offered, will be provided by the Charter School, including transportation for field trips. If parents will transport students, all parents must comply with the criminal background check provisions as provided in Education Code Section 45125.1 and submit to a tuberculosis risk assessment and examination, and, if tuberculosis risk factors are identified, be determined to be free of infectious tuberculosis, as provided in Education Code Section 49406.

**(10) Nutritional Services**

- a. Absent a separate written agreement to the contrary, the Charter School will be responsible for providing its own food services. The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day in accordance with Education Code Section 47613.5.

**(11) Student Data:**

- a. The Charter School shall submit student enrollment projections of the preceding school year to the SDCOE by June 1 of each year. These projections should be consistent with the Charter School's budget for the following year.
- b. The Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the SDCOE for inspection and audit upon request. The Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the SDCOE prior to each report's deadline submission date. Copies of amended state attendance reports, if any, shall be provided to the SDCOE within three (3) weeks of discovery of the need for making such an amendment. The Charter School shall be responsible for reporting all necessary information for the California Basic Education Data System ("CBEDS") to the CDE. Such reports must be generated using the Attendance Reporting software as applicable to charter schools.

- c. The Charter School's student discipline policies shall be provided to the SDCOE annually, by August 15 of each year, and as updated.
- d. The Charter School shall provide written notice to the SDCOE of each San Diego County resident student that leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons and any other involuntary removal for any reason. The Charter School may not otherwise involuntarily remove a student except as permitted by law and as described in the Charter School's suspension, expulsion, and involuntary removal policies and procedures. This section will report all students, including special education students.
- e. Regarding San Diego County students expelled or leaving the Charter School, the Charter School shall inform the SDCOE, the student's last known school district of residence and the SELPA in writing as soon as practicable, but in no event later than thirty (30) days (as set forth in Ed. Code section 47605(e)(3)) of the date any student ceases to attend the Charter School for any reason during the school year, along with the date the student left or was involuntarily removed by the Charter School, and the reason for leaving, if known. No student may be involuntarily removed from the Charter School without compliance with the Charter School Suspension/Expulsion/Involuntary Removal policies and procedures.

**(12) Personnel Data/Credential Data**

- a. Staffing data, including a list of all teachers, along with associated credentials, permits, and clearances, shall be provided to the SDCOE on a semi-annual basis, on October 1 and March 1 of each school year. Teacher credentials, clearances, and permits shall be maintained on file at the Charter School and shall be subject to periodic inspection by the SDCOE if needed.
- b. All teachers shall hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. Teachers who are not appropriately credentialed, and who taught at a California charter school during the 2019-20 school year, have until June 30, 2025 to secure the certificate, permit, or other document required for the teacher's certificated assignment.
- c. All teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.



- d. All employees of the Charter School, volunteers (including parents) who will be performing services that are not under the direct supervision of a Charter School employee, and onsite vendors having unsupervised contact with students, such as vendors performing school and classroom janitorial services, school site administrative services, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, will submit to background checks and fingerprinting in accordance with Education Code sections 45125 and 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and volunteers prior to assignment, and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students that has not received full clearance.
- e. All employees of the Charter School and volunteers who have frequent or prolonged contact with students (including parents) shall submit to a tuberculosis risk assessment prior to employment or assignment in accordance with Education Code section 49406.
- f. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing (“CTC”) within thirty (30) days pursuant to Education Code sections 44030.5. Annually the Charter School will provide SDCSS the number of employees, if any, who are reported to the CTC based on allegations of misconduct.
- g. All staff working at the Charter School are employees or contractors of the Charter School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. The Charter School is the public-school employer of all Charter School employees for purposes of the Educational Employment Relations Act. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.

- h. If any Charter School staff are employees of a related corporation, as defined under the IRS Code, such employment relationship should be disclosed to the Charter School Governing Board at a public open session, and the Charter School must provide notice to the SDCOE of the employees and their positions.
- i. The Charter School shall provide, at the request of the SDCOE, SDCSS, or County Board, a copy of the Charter School's Employee Handbook (e.g. personnel and payroll policies) within a reasonable time. If the Charter School makes any changes to the Employee Handbook or other personnel policies, it will provide a copy to the SDCOE. The employee handbook must detail expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements.

**(13) Financial Reporting**

a. **Budget**

- i. The Charter School shall submit the following financial reports to SDCOE in accordance with Education Code section 47604.33 using state approved SACS reporting forms:
  - 1) A preliminary budget on or before July 1 of each year.
  - 2) An LCAP and annual update on or before July 1 of each year.
  - 3) A first interim report on or before December 15 of each year.
  - 4) A second interim report on or before March 15 of each year.
  - 5) Unaudited Actuals report for the prior fiscal year, on or before September 15 of each year.
- ii. The preliminary budget and each of the reports mentioned in 13(a)(i) will contain the following financial documents:

- 1) All key budget variables and assumptions, including revenue, expenditure, debt, beginning and ending balance variables shall be defined. Certificated and classified employee salary data, and health benefit plans and policies will be made available upon request.
  - 2) Local Control Funding Formula (LCFF) Calculator used for the reporting period.
  - 3) Multiyear Financial Projections including the current fiscal year and two (2) subsequent fiscal years.
  - 4) Cash Flow projections for all twelve (12) months of the current or proposed fiscal year.
  - 5) Copies of budget revisions shall be provided to the SDCOE within two (2) weeks of revision, upon approval by the Charter School's Board of Trustees.
- iii. To the extent that it appears the Charter School builds or sustains reserves in excess of 30% of total expenditures, the Charter School shall provide detailed reporting of how it built such reserves while providing the educational program promised in the Charter, and its intended use, if requested by the SDCOE.
  - iv. A copy of any revisions to Charter School budget guidelines, policies, and internal controls shall be provided to the SDCOE within four (4) weeks of adoption of revisions.
  - v. The Charter School shall provide a copy of the budget guidelines, policies, and internal controls at the request of the chartering authority.
  - vi. The Charter School shall provide budget data required by this Section for its sole statutory member and all related contracting corporations as defined by the IRS Code, if any.
- b. **Cash Flow Data / Long Term Debt:**
- i. The Charter School shall notify SDCOE in writing, within fifteen (15) days of requesting additional funds, anytime the Charter School has to borrow money from any source to meet cash flow obligations or long-term debt

obligations. This includes any time the Charter School sells its receivables. The Charter School shall not be required to seek or obtain SDCOE's approval to receive any such loans or debt.

- ii. Financing documents shall be made available for SDCOE review.

c. **Financial Data:**

- i. Bank account reconciliations for the Charter School will be the responsibility of the Charter School.

d. **Financial Audit:**

- i. The Charter School's Board of Trustees will annually appoint an external independent fiscal auditor. Said independent fiscal auditor will be approved by the State Controller's Office and must be listed on its website as approved to conduct such educational audits. The audit shall include, but not be limited to:

- 1) An audit of the accuracy of the Charter School's financial statements.
- 2) An audit of the Charter School's attendance accounting and revenue claims practices; and
- 3) An audit of the Charter School's internal control practices.

- ii. The Charter School shall provide a copy of the Charter School's Audited Financial Report to the SDCOE, the SDCSS, the State Controller, and the CDE by December 15 of each year.

- iii. The Charter School's Executive Director will review any audit exceptions or deficiencies and report to the Charter School's Board with recommendations on how to resolve them.

- iv. The Charter School's Executive Director will submit a report to the SDCSS describing how the exceptions and deficiencies, if any, have been or will be resolved to the satisfaction of the SDCSS along with an anticipated timeline for the same.

- v. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the process described in the Charter.
- vi. The Charter School shall, upon request by the SDCOE, present a report to the County Board on its fiscal solvency. This presentation shall be made at an agenda meeting of the County Board and the report shall include review of the Charter School's ADA, revenue, expenditures, debt, audit findings, and compliance with revenue-based programs and grants such as the National School Lunch Program and the Public Charter Schools Grant Program.

**(14) Programmatic Reporting:**

a. Instructional Materials

- i. A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the SDCOE within ten (10) business days of receipt of a written request from the SDCOE.

b. Calendar:

- i. The Charter School's calendar and daily schedule shall be submitted annually to the SDCOE for review and verification of compliance with instructional day and minutes requirements. Any calendar changes will be provided to the SDCOE by May 1 prior to the beginning of a new school year.

c. Other:

- i. The Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the SDCOE.

**(ix) Fees for Oversight and Other Services:**

- (1) The Parties agree that the SDCOE will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, and billing process to compensate the SDCOE for such costs.
- (2) The Parties agree that the actual cost of the SDCOE's supervisory oversight of the Charter School is one percent (1%) of the revenue of the charter school as set forth in Education Code Section 47613. The Charter

School shall pay the County Board one percent (1%) of its revenue to cover the actual cost of oversight. Pursuant to Education Code Section 47613(f), "revenue of the charter school" means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Section 42238.03, or as modified by the Legislature. Pursuant to Education Code Section 47613(g), "costs of supervisorial oversight" includes, but is not limited to, costs incurred pursuant to Education Code section 47607.3.

- (3) The Charter School shall pay for separately purchased administrative or other services as defined within this MOU or as agreed upon separately.
- (4) The Charter School has the obligation to provide all administrative services necessary to operate the Charter School. The Charter School may provide these services directly or may contract with a third party to provide services, including the SDCOE. If the Charter School purchases administrative services from a third party other than the SDCOE it shall ensure that the SDCOE is able to access the Charter School's documents held by the third-party service provider.
- (5) Should the Charter School desire to purchase additional administrative or business services not included in this MOU from the SDCOE, the Charter School shall request administrative services in writing. If the Charter School requests administrative services from the SDCOE in writing, the Parties shall execute an administrative services contract delineating their agreement. Any such contract is incorporated by reference herein and shall govern the Parties' entire relationship with respect to the SDCOE's provision of administrative services.
- (6) If SDCOE applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, SDCOE will receive one percent (1%) of such funds at the time they are paid to the Charter School. Such funds shall not be considered revenue for purposes of the SDCOE's oversight fee.

(f) **Special Education and Related Services**

(i) **Legal Relationship**

The following provisions govern the application of special education to students of the Charter School:

- (1) The Charter School shall be its own local educational agency ("LEA"), pursuant to California Education Code section 47641, subdivision (a), for purposes of compliance with state and federal education laws and for eligibility for state and federal special education funds. The Charter School has obtained membership as an independent LEA in the El Dorado County Charter Special Education Local Plan Area ("SELPA"). The Charter

School has provided SDCOE with verifiable written assurances that the Charter School have been accepted to participate as an LEA in the SELPA.

- (2) The Charter School will serve as its own LEA for the purposes of special education, and as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the Individuals with Disabilities Education Improvement Act ("IDEA") (20 U.S.C. § 1400 et seq.), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)
- (3) It is understood and agreed that SDCOE shall not be responsible for the provision of special education services to the Charter School nor its students and that any action brought to secure the same shall be subject to the indemnification provisions contained herein without exclusion.

(ii) **Section 504 and ADA**

The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504") and the Americans with Disabilities Act ("ADA"). The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, at its own expense and that these are not special education services for which special education funds may be used.

(iii) **IDEA:**

The Charter School shall ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School shall be solely and independently responsible for compliance with the IDEA and state special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking to and/or enrolled at the Charter School. The SDCOE solely operates as the chartering authority pursuant to the California Charter Schools Act.

(iv) **Program, Policies and Procedures:**

The Charter School must develop, adopt, and comply with policies and procedures regarding the identification, assessment, individualized education program ("IEP") development, placement and provision of services to students with disabilities. The Charter School's program, policies and procedures must in any case comply with SELPA policies and procedures and all applicable state and federal laws.

(v) **FAPE:**

The Charter School shall ensure that a free appropriate public education ("FAPE") is provided to all children with disabilities eligible for special education under the

IDEA and enrolled or seeking to enroll in the Charter School, in accordance with state and federal legal mandates. The Charter School will ensure that an IEP is developed and implemented for each student enrolled in or seeking to enroll in the Charter School and eligible therefore, in accordance with state and federal legal mandates, and SELPA policies. The Charter School must make a full continuum of special education programs and related services available, and provide those programs and services to students eligible for such who are seeking to enroll or enrolled in the Charter School, as required by state and federal law and students' respective IEP. The Charter School must make such services and placements available regardless of the type of instructional program or service delivery ordinarily or otherwise offered by the Charter School.

(vi) **Expertise and Responsibility of Charter School:**

The Charter School is responsible for the management of its special education budgets, personnel, programs and services. The Charter School shall employ appropriately qualified, credentialed employees or contract with qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall understand, accept responsibility, and provide services for:

- (1) Child Find;
- (2) Interim Programs;
- (3) Referral;
- (4) Assessment;
- (5) Placement
- (6) Special Education Instruction;
- (7) Related Services;
- (8) Due process;
- (9) Discipline/manifestation determination;
- (10) Transportation.

(vii) **Contract for Services:**

The Charter School may contract with the SDCOE to provide any of these services, on a fee for service basis, pursuant to the fee schedule governing the assigned SELPA.

(viii) **Child Find ("Search and Serve" Notices):**

The Charter School must include a notice at the beginning of the year and at the semester in a publication to parents of Charter School students notifying them of the responsibility to "search and serve" students who need or are believed to need special education services.

(ix) **Pre-Referral Interventions:**

The Charter School must implement a process (e.g. a "Student Study Team") to monitor and guide referrals of general education students for special education



evaluation and services, such that general education interventions, where appropriate, are utilized and exhausted before the Charter School refers the student for a special education evaluation. The Charter School understands that this process and any other interventions employed prior to a referral for special education evaluation are not a special education service.

(x) **Identification and Referral:**

The Charter School shall have responsibility to identify and refer students who have an actual or suspected disability to receive assessment for special education eligibility under the IDEA. The Charter School will maintain and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with federal law, California law, and SELPA policy. The Charter School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information from the student's prior LEA. The Charter School acknowledges that under the IDEA, a child shall not be determined to be a child with a disability eligible for special education if the determinant factor for such determination is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414, subd. (b)(5)(A-C).)

(xi) **Assessments:**

The Charter School will conduct any and all necessary assessments to determine eligibility for special education programs and related services of students suspected of having qualifying disabilities, and may seek assistance from SDCOE on a fee for service basis. If the Charter School concludes that there are suspected disabilities that warrant assessment, the school must develop an assessment plan, using SELPA forms, for each student with suspected disabilities within the fifteen (15) day timeline. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving the parents' written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility and (if eligible) specify special education instruction and services. All decisions regarding eligibility, goals, program, placement, and exit from special education must be done through the IEP process according to federal and state timelines.

(xii) **Individualized Education Program (IEP):**

The Charter School shall be responsible for scheduling IEP meetings and having a designated Charter School administrator, Charter School general education teacher(s), any special education providers who is/are knowledgeable about the student's education program and parent(s) in attendance at all IEP meetings.

Decisions regarding identification, determination or change in eligibility, areas of needs, goals/objectives, services, program, placement and exit from special education shall be made by the IEP team.

(xiii) **Forms, Reports and Records:**

The Charter School will maintain copies of assessments, IEP materials, and other special education records and reports for SDCOE review upon SDCOE's request pursuant to its general oversight obligations.

(xiv) **Implementation and Progress Reporting:**

The Charter School shall ensure that each Charter School student's IEP, and all services, accommodations, modifications, supports for instruction, goals and objectives, behavioral supports, data collection and progress reporting called for therein, are fully implemented, including by all Charter School staff who work with the student. The Charter School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP and implementing that IEP appropriately. The Charter School is responsible for monitoring and reporting progress towards IEP goals for the student with special needs at least in the same interval as progress is reported to general education students.

(xv) **Interim Placements for Students Transferring Into the Charter School:**

For students transferring to the Charter School with IEPs, the Charter School shall provide the special education instruction and related services required and consistent with their IEPs upon enrollment. The Charter School acknowledges that it is obligated to implement the IEP the student transfers in with regardless of whether the level and types of services called for in that IEP are currently available or otherwise being provided at the Charter School. IEP team meetings for such students to develop an ongoing IEP will be held within thirty (30) days of the student's enrollment, in accordance with state and federal law.

(xvi) **Revocation of Consent:**

The Charter School will ensure that it receives a written revocation of consent from an eligible Charter School student's parent or guardian if, at any time subsequent to the initial provision of special education and related services to the student, the parent or guardian of that student wishes to withdraw that student from special education. Such revocation of consent for the continued provision of special education and related services must be in writing. Should a parent or guardian revoke consent to special education and related services in writing, the Charter School understands that the Charter School may not continue to provide special education and related services to the child after providing prior written notice to the parent in accordance with section 300.503 of the Title 34 of the Code of Federal Regulations.

(xvii) **Policies and Procedures:**

The Charter School shall obtain all SELPA policies, procedures and forms regarding special education. At least annually, the Charter School shall be responsible for reviewing the policies, procedures, and forms with all Charter School staff at a staff meeting, including explanation of any updates or revisions thereto. The Charter School shall be solely responsible for preparation of materials, for conducting their staff review annually, and ensuring Charter School staff understands special education policies, procedures and forms.

(xviii) **Student Withdrawal from Charter School:**

As soon as practicable but within one (1) school day of any special education student's expulsion, withdrawal, or involuntary removal from the Charter School for any reason during the school year, the Charter School shall notify the district of residence and the SDCOE's Director of Special Education of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the student's next school/LEA of attendance. The Charter School shall comply with Education Code section 47605(e)(3) in terms of providing notice of expulsion, withdrawal, or if a student leaves the Charter School without graduating or completing the school year for any reason. If the Charter School expels a special education student, it is obligated to pay any costs of that student's placement and services during the term of expulsion, as required by law.

(xix) **Complaints:**

The Charter School shall address/respond to/investigate all complaints it receives involving special education. The Charter School shall notify the SDCOE in writing within two (2) business days of receiving any complaint, whether oral or in writing, regarding special education. Also, within two (2) business days of receiving any written complaints or concerns in any way to special education, the Charter School shall provide copies to the SDCOE's Director of Special Education, or designee.

(xx) **Due Process Hearings:**

The Charter School shall notify the SDCOE's Special Education Director of any due process proceedings filed against the Charter School under IDEA, and of any complaints to state or federal agencies relating to special education and/or students with qualifying disabilities within two (2) business days of receipt by the Charter School. The Charter School shall bear all financial responsibility and procure and provide its own legal representation for such due process proceedings and/or complaints. When the SDCOE or County Board is named as a party to a due process filing involving the Charter School, the SDCOE shall have the right to provide its own legal defense and/or representation, initially at its own expense, but it will be entitled to indemnification by Charter School as provided herein.

(xxi) **Student Discipline:**

Charter School acknowledges it is obligated to and will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with state and federal law. Charter School understands and acknowledges that prior to imposing any discipline on a student with a disability that would constitute a change in placement, or prior to imposing such discipline on a student for whom the charter school has a basis of knowledge that the student is a student with a disability, a manifestation determination must first be convened to determine whether the violative conduct was a manifestation of the student's disability or caused by a failure to implement the student's IEP or Section 504 Plan, as applicable.

(g) **Special Education Funding**

The Charter School shall comply with the funding model adopted by the assigned SELPA. Charter School shall only spend special education funds as allowed by law, and shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. The Charter School assures the SDCOE that it understands how to properly expend and account for its use of special education funds.

(h) **Charter School Payment For Special Education Services Delivered to Students in Juvenile Court and Community Schools:**

For each student enrolled at the Charter School who subsequently attends or is enrolled at an SDCOE Juvenile Court and Community School (JCCS), on either a temporary or long-term basis, the Charter School shall owe SDCOE reimbursement for SDOE's actual special education costs incurred to provide special education services to that student, for the duration of that student's attendance at a JCCS.

During each fiscal year, on a quarterly basis, SDCOE shall calculate the Charter School's share of the special education costs for each Charter School student who has attended a JCCS during that quarter. This calculation shall include all students who were enrolled at the Charter School for any length of time immediately prior to attending a JCCS, regardless of home district. The Charter School shall pay SDCOE for the invoiced costs as set forth above, within 60 days of the date of said invoice. In the event that the COE and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in the Charter School's charter. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

(h) **Additional Provisions**

(i) **Non-Assignment:**

Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the advanced written consent of the other Party. Any assignment in violation of this provision shall be void.

(ii) **Enforceability:**

The Charter School understands and acknowledges that violations of any laws could subject its charter to revocation, pursuant to section 47607, subdivision (f). Should the County Board or SDCSS, or designee, determine that the Charter School has failed to comply with a condition of this agreement, or is violating or has violated law, SELPA policies, or any provision of this Agreement, the SDCOE may initiate the revocation processes as described in Education Code Section 47607.

(iii) **Renewal.**

- (1) The Parties recognize that renewal of the Charter for subsequent terms will require consideration of academic performance and other criteria set forth in Education Code sections 47607, 47607.2 and 47605.
- (2) If the Charter School intends to apply for a renewal of its Charter, it must submit its petition in accordance with Education Code Section 47600 et. seq .
- (3) The Charter School may not submit a petition for renewal more than twelve (12) months in advance of its current charter term end date.

(iv) **Notices.**

Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, or received by e-mail, addressed as follows:

If to the County Board: County Superintendent of Schools  
San Diego County Office of Education  
Attn: Kristin Armatis, Charter School Svcs  
6401 Linda Vista Rd, Room 506,  
San Diego, CA 92111

If to the Charter School: Debbie Beyer, Executive Director  
Literacy First Charter  
698 West Main Street  
El Cajon, CA 92020

(v) **Material Revisions to Charter.**

Changes to the Charter that are material may not be made without the County Board's consideration and approval. Amendments to the Charter considered to be material include, but are not limited to, the following:

- (1) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision
- (2) Changing to (or adding) a non-classroom-based program
- (3) Proposed changes in enrollment that differs by more than twenty-five (25) percent +/- of the enrollment originally projected in the Charter, or as approved by the County Board
- (4) Addition or deletion of grades or grade levels to be served
- (5) Admission preferences changes
- (6) Governance structure changes
- (7) Expansion of operations to one or more additional site
- (8) Change of the Charter School's location and facilities
- (9) Change of the Charter School's name

The replacement of the Charter School with any other non-profit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the County Board pursuant to applicable provisions of the Education Code. Notwithstanding the above, no change made to the Charter for the sole purpose of conforming with a change in law, or as required by SDCOE, shall be considered a material revision.

(vi) **Severability.**

If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

(vii) **Entire Agreement.**

This Agreement represents the entire Agreement and understandings of the Parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

**Literacy First Charter**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Debbie Beyer, Executive Director

Dated \_\_\_\_\_

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

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
San Diego County Superintendent of  
Schools

# Cover Sheet

## Resolution 2022-12

<b>Section:</b>	III. Chief Business Officer's Report
<b>Item:</b>	I. Resolution 2022-12
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	LFCS Board Resolution 2022-12 OPSC Application.docx



**LITERACY FIRST CHARTER SCHOOLS RESOLUTION 2022-12**

BOARD SUPPORT AND APPROVAL OF THE SCHOOL’S 2022 APPLICATION TO THE CHARTER SCHOOL FACILITIES PROGRAM

**ON MOTION** of Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, the following resolution is hereby adopted:

**WHEREAS**, Literacy First Charter Schools operates Liberty Charter High School under the terms of its current charter renewal approved by the San Diego County Office of Education’s governing board on April 14, 2021 and effective July 1, 2021 – June 20, 2026;

**WHEREAS**, Literacy First Charter Schools has executed a lease with the Alpine Union School District to operate Liberty Charter High School at 1850 Alpine Blvd Alpine, CA 91901, an Alpine Union School District owned school facility previously operated as Alpine Elementary School;

**WHEREAS**, the school facility at 1850 Alpine Blvd Alpine, CA 91901 needs rehabilitation due to years of deferred maintenance as the site has been underused by the Alpine Union School District;

**WHEREAS**, Literacy First Charter Schools intends to complete the 2022 Charter School Facilities Program application in order to help cover the expenses to rehabilitate the former Alpine Elementary School at 1850 Alpine Blvd Alpine, CA 91901 for the operation of Liberty Charter High School starting in August 2022;

**THEREFORE, BE IT RESOLVED** that the governing board of Literacy First Charter Schools acknowledges and supports the intention and efforts of the chief business officer of Literacy First Charter School, Steve Robinson, the school’s designated representative for this program per Board Resolution 2022-04, to complete the 2022 application to the Charter School Facilities Program through the California Office of Public School Construction and the California School Finance Authority for the purpose of funding the needed rehabilitation of 1850 Alpine Blvd Alpine, CA 91901.

**PASSED AND ADOPTED** by the Governing Board of Literacy First Charter Schools on May 11, 2022 by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF CALIFORNIA

I, Lucy Razoogy, Recording Secretary of the Governing Board of Literacy First Charter Schools, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESS my hand this 11<sup>th</sup> day of May, 2022

\_\_\_\_\_  
Recording Secretary of the Governing Board of Literacy First Charter Schools

Lucy Razoogy

# Cover Sheet

## Junior Academy Wifi network upgrade bid approval

<b>Section:</b>	III. Chief Business Officer's Report
<b>Item:</b>	J. Junior Academy Wifi network upgrade bid approval
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Southland Upgrade Quote 4.27.22.pdf

# SOUTHLAND TECHNOLOGY

8053 Vickers St., San Diego, CA 92111  
 Tel: 858-694-0932 Fax: 858-694-0938  
 Duns: 016379153 GSA: GS-35F-0351N

SALES QUOTE	
SQ-132791	3/8/2022

Customer	Ship To
LITERACY FIRST CHARTER SCHOOLS ACCOUNTS PAYABLE / STEVE ROBINSON 698 WEST MAIN STREET EL CAJON, CA 92020 UNITED STATES Tel: 619-579-7233, 619-316-5839	LITERACY FIRST CHARTER SCHOOLS JASON SMITH 1012 E. BRADLEY AVE. EL CAJON, CA 92021 UNITED STATES

Account	PO #	Reference	Terms	Due Date
4666			Net 15	3/23/2022
Quotation	Account Rep	Ship VIA	Page	
SQ-132791	Jeri Canfield	SALES REP	1	

L	Item	Brand	Description	Qty	Price	UM	Amount
1	058055	RUCKUS	ZONE DIRECTOR 1200 W/5AP LICENSE	1	\$999.00	EA	\$999.00
2			#901-1205-UN00				
3	100938	RUCKUS	LICENSE UPGRADE SINGLE AP FOR ZD1200	10	\$119.00	EA	\$1,190.00
4			#909-0001-ZD12				
5	069497	RUCKUS	SUPP RENEWAL ZD1205 CONTROLLER 1 YR	14	\$214.00	EA	\$2,996.00
6			#821-1205-1000, AP SUPPORT				
7	169759	RUCKUS	WIRELESS ACCESS POINT R750	14	\$1,399.00	EA	\$19,586.00
8			#901-R750-US00				
9	169760	RUCKUS	R850 DUAL BAND 11AX WLESS AP 8X8	0	\$1,649.00	EA	\$0.00
10			#901-R850-US00				
11	SO		C9300L-24UXG4X-EDU, UPoE 24 port switch	1	\$4,999.99	EA	\$4,999.99
12	SO		CISCO REDUNDANT PS, PWR-C1-715WAC-P-RF	1	\$549.00	EA	\$549.00
13	034115	WILLYS	CISCO DNA LICENSE, C9300-DNA-A-24-3Y	1	\$1,699.99	EA	\$1,699.99
14	067620	RUCKUS	POE INJECTOR #902-0180-US00	3	\$89.00	EA	\$267.00
15			FOR REMOTE BUILDING/ SWITCH				
16	007207		NETWORK INSTALLATION (2 TECHs x3days)	1	\$6,000.00	EA	\$6,000.00
17	056848	GENERIC	CABLE CAT5E PLENUM PER FOOT	400	\$0.25	EA	\$100.00
18	502770	PANDUIT	LD 5 10" RACEWAY WHITE #LD5WH10-A	39	\$2.75	EA	\$107.25
19	502772	PANDUIT	LD 5 FLAT 90 # RAFC5WH-X	9	\$2.25	EA	\$20.25
20	502771	PANDUIT	LD 5 COUPLER #CFX5WH-X	26	\$1.85	EA	\$48.10
21	502773	PANDUIT	LD 5 INSIDE CORNNER #ICFC5WH-X	11	\$2.50	EA	\$27.50
22	502774	PANDUIT	LD 5 OUTSIDE CORNER #OCFX5WH-X	5	\$4.25	EA	\$21.25
23	502718	PANDUIT	LD10- LD 5 Raceway Low Volt J Box 1G W	14	\$8.50	EA	\$119.00
24			#JBX3510WH-A				
25	070005	WILLYS	CAT5E COUPLER #DC-102-8CD-5	27	\$4.99	EA	\$134.73

This quote contains information that is the intellectual property of Southland Technology. Your request for this quote constitutes your agreement (i) to keep this quote confidential and not disclose it to anyone outside of your company, (ii) not to use the information in this quote for any purpose other than to evaluate this quote, and (iii) to protect Southland Technology from any loss or damage resulting from a breach of the foregoing.

<b>Page</b>	1
<b>Sub Total</b>	\$38,865.06

# SOUTHLAND TECHNOLOGY

8053 Vickers St., San Diego, CA 92111  
 Tel: 858-694-0932 Fax: 858-694-0938  
 Duns: 016379153 GSA: GS-35F-0351N

SALES QUOTE	
SQ-132791	3/8/2022

Customer	Ship To
LITERACY FIRST CHARTER SCHOOLS ACCOUNTS PAYABLE / STEVE ROBINSON 698 WEST MAIN STREET EL CAJON, CA 92020 UNITED STATES Tel: 619-579-7233,619-316-5839	LITERACY FIRST CHARTER SCHOOLS JASON SMITH 1012 E. BRADLEY AVE. EL CAJON, CA 92021 UNITED STATES

Account	PO #	Reference	Terms	Due Date
4666			Net 15	3/23/2022
Quotation	Account Rep	Ship VIA	Page	
SQ-132791	Jeri Canfield	SALES REP	2	

L	Item	Brand	Description	Qty	Price	UM	Amount
26	502292	PLATINUM	CONNECTOR EACH EZ CAT5 8P/8C MOD PLUG	28	\$0.75	EA	\$21.00
27	AVSUPP	GENERIC	A/V SUPPLIES, CONDUIT & MOUNTING	1	\$400.00	EA	\$400.00
28	007207		EXTEND & OPTIMIZE CABLING (2TECHs x3days)	1.00	\$5,000.00	HOURL	\$5,000.00
29			OVER 13 CLASSROOMS				

This quote contains information that is the intellectual property of Southland Technology. Your request for this quote constitutes your agreement (i) to keep this quote confidential and not disclose it to anyone outside of your company, (ii) not to use the information in this quote for any purpose other than to evaluate this quote, and (iii) to protect Southland Technology from any loss or damage resulting from a breach of the foregoing.	<b>Tax Details</b>	<b>Taxable</b>	\$32,096.06
	EC \$2400.755	<b>Exempt</b>	\$12,190.00
	Labor \$0.000	<b>Total Tax</b>	\$2,520.59
	SDMAINT4.00 \$119.840	<b>Total</b>	\$46,806.65
	SUPP \$0.000	<b>Balance</b>	\$46,806.65

# Cover Sheet

## LFCS UPK TK Plan

<b>Section:</b>	III. Chief Business Officer's Report
<b>Item:</b>	K. LFCS UPK TK Plan
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	CDE UPK TK Template.docx

Universal Prekindergarten Planning and Implementation Grant Program - Planning  
Template

# Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

A Resource for Local Educational Agencies

Released – December 17, 2021

Universal Prekindergarten Planning and Implementation Grant Program – Planning Template.....	1
Universal Prekindergarten in California.....	3
The California Universal Prekindergarten Planning and Implementation Grant Program - Overview .....	3
Planning Template Purpose.....	5
Accompanying Guidance .....	7
Directions, Timeline, and Suggested Planning Process .....	8
Key Considerations .....	9
Transitional Kindergarten Implementation Timeline .....	9
Supporting a Preschool through Third Grade Continuum .....	10
Full-Day, Extended Learning and Care .....	11
Creating Joint or Aligned Plans .....	11
UPK Planning Template.....	12
Self-Certification .....	12
Projected Enrollment and Needs Assessment .....	13
Recommended Planning Questions .....	13
Required Questions .....	16
Focus Area A: Vision and Coherence .....	17
Recommended Planning Questions .....	17
Required Questions .....	18
Focus Area B: Community Engagement and Partnerships.....	21
Recommended Planning Questions .....	21
Required Questions .....	21
Focus Area C: Workforce Recruitment and Professional Learning .....	24
Recommended Planning Questions .....	24

Universal Prekindergarten Planning and Implementation Grant Program - Planning  
Template

Required Questions .....26  
Focus Area D: Curriculum, Instruction, and Assessment .....31  
    Recommended Planning Questions .....31  
    Required Questions .....32  
Focus Area E: LEA Facilities, Services, and Operations .....35  
    Recommended Planning Questions .....35  
    Required Questions .....35  
Technical Assistance Questions .....38  
Appendix I - Definitions .....44  
Appendix II - Additional Deeper Planning Questions .....46  
    Focus Area A: Vision and Coherence .....46  
    Focus Area C: Workforce Recruitment and Professional Learning .....46  
    Focus Area D: Curriculum, Instruction, and Assessment .....46  
    Focus Area E: LEA Facilities, Services, and Operations .....47

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### **Universal Prekindergarten in California**

Decades of research demonstrate that an early and strong foundation for learning matters. Children who have effective learning opportunities before kindergarten have an advantage in school and in life over children who do not, especially children with adverse childhood experiences. Children who attend quality preschool programs are more prepared for school in terms of their early literacy, language, and math skills, their executive function, and social emotional development. In some cases, preschool participants are less likely to be identified for special education services or to be held back in elementary school than children who do not attend developmentally-informed preschool programs that include strong educational components.

California is poised to realize universal prekindergarten (UPK) for all four-year-old children, and to expand services for three-year-old children through bold leadership and the unprecedented investments in the Budget Act of 2021, including universal transitional kindergarten (UTK) and expansion of the California State Preschool Program (CSPP).

The tumult of the COVID-19 pandemic accelerated a call to action to ensure a strong educational foundation for all children, emphasizing the critical role of our education system in supporting children and families' needs and how local flexibility fuels community capacity to meet their needs. California's leaders responded with historic investments in family support, child development and care, and education. Yet, as the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child.

### **The California Universal Prekindergarten Planning and Implementation Grant Program – Overview**

California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, such as family leave and access to infant and toddler care, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding prekindergarten options, such as universally-available transitional kindergarten (TK), CSPP, and Head Start for eligible students, and other



## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

local and community-based partnerships.<sup>1</sup> It is important for LEAs to include partners such as CSPP, Head Start, and other early learning and care providers in the co-creation of the local plan. Engaging all partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California *Education Code (EC)* Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK.

Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

As a condition of receiving grant funds, state law requires each LEA to create a plan articulating,

how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (*EC* Section 8281.5).

Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. The CDE must encumber funds by June 30, 2024. LEAs will have until June 30, 2025, to use the funds.

In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine

---

<sup>1</sup> In addition, \$100 million is available to LEAs for workforce development through a separate competitive request for applications (RFA). The \$100 million available for workforce development will not be addressed in this document.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

hours of combined instructional time and expanded learning opportunities per instructional day (*EC* Section 46120).

In 2021–22, all LEAs must offer all TK through sixth grade (TK–6) classroom-based, unduplicated pupils an ELO-P and provide access to 50 percent of TK–6 enrolled, classroom-based, unduplicated pupils. Commencing in 2022–23, as a condition of apportionment, LEAs with an Unduplicated Pupil Percentage (UPP) at or above 80 percent must offer an ELO-P to all TK–6 classroom-based pupils and provide access to all TK–6 classroom-based pupils upon parent or guardian request. LEAs with an UPP below 80 percent must offer an expanded learning opportunity to all TK–6 classroom-based, unduplicated pupils and provide access to 50 percent of TK–6 enrolled classroom-based, unduplicated pupils. LEAs receiving ELO-P funding must meet all TK–6 requirements, which include, but are not limited to, offering a minimum of a nine-hour day for students TK–6 during the school year, providing pupil access, and offering 30 non-school days of programming, such as during summer and intersession periods.

Summer and intersession programming are also offered through many other early learning programs such as CSPP, Head Start, and early learning and care providers. Sharing costs, staff, and resources can support implementation of TK that provides for full-day supports while also meeting parental needs and supporting parental choice of program and setting type. LEAs should consider how these services will be offered as part of their UPK Plan. For key definitions related to UPK in California, see Appendix I.

### Planning Template Purpose

The UPK Planning Template has been created to: (1) offer planning questions for LEA consideration in developing comprehensive plans for UPK that meet community and family needs, and (2) outline the data that will be required for submission to the CDE to meet the requirements of *EC* Section 8281.5.

This template includes recommended and required planning questions. Collectively, the recommended and required questions form a set of core planning questions the CDE believes are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.<sup>2</sup>

- Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required for submission to the CDE but do support more holistic planning that meets the intent of these funds.
- Required questions: LEAs will be required to answer the required data questions outlined in this template in a survey that will be issued by the CDE following the

---

<sup>2</sup> See Appendix II for additional planning questions for LEAs that are ready to develop more advanced UPK and preschool through third grade (P–3) plans.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

June 30, 2022, deadline for LEAs to present their plans to their governing boards.<sup>3</sup>

The CDE will be collecting information on the answers to the required questions after July 30, 2022, in a survey. This will allow the CDE to learn about how LEAs are planning to implement UPK, and to identify what additional support may be needed to help LEAs as they move along the implementation process.

The questions required for submission to the CDE should be answered based on what the LEA plans to implement in the 2022–23 school year. However, the CDE encourages that LEAs, when developing their UPK Plan for consideration by their local governing board, look beyond the first year of implementation and lay the foundation for the full implementation period. The CDE also encourages LEAs to look to their Local Control and Accountability Plans (LCAPs) to identify where their LCAPs already include relevant opportunities for alignment, and to consider the results of the UPK planning and implementation efforts as it pertains to future updates to their LCAPs.

The UPK Planning Template is organized as follows:

1. Self-Certification
2. Projected Enrollment and Needs Assessment
3. Focus Area Planning
  - a. Vision and Coherence
  - b. Community Engagement and Partnerships
  - c. Workforce Recruitment and Professional Learning
  - d. Curriculum, Instruction, and Assessment
  - e. LEA Facilities, Services, and Operations
4. Technical Assistance Questions

The CDE encourages COEs to use this template as a guide for developing their own plans for how they will support the districts in their county to assess options, make decisions, and construct a plan that includes the required questions and considers the recommended questions found in this template.

---

<sup>3</sup> The required questions referred to in this template are being provided to LEAs in advance of the survey to assist in the planning and Implementation process.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### Accompanying Guidance

To help introduce LEA leaders to early education concepts, agencies, and structures, the CDE will release an accompanying Guidance Document in early 2022, that will include information on the following:

1. Local LEA indirect service agencies and partners (for example, child care local planning council [LPC], Resource and Referral program [R&R], Alternative Payment Program [APP]);
2. Allowable ways to layer funding sources and programs to achieve full-day programming for four-year-old children;
3. Requirements for TK and early education facilities;
4. UPK workforce requirements for CSPP and TK educators, including the Early Learning Career Lattice, Commission on Teacher Credentialing (CTC) Child Development Teacher Permit information, information on the Multiple Subject Teaching Credential requirements, and TK educator professional learning;
5. Other available resources for UPK Implementation:
  - a. Workforce development grants and funds that can be accessed to help candidates obtain early education and TK qualifications (for example, federal stimulus funds, Educator Effectiveness Block Grant, and others);
  - b. Funding sources that can be utilized for facilities;
  - c. Funding sources that can be utilized for extended learning and care;
6. Research on the importance of participating in quality early education and research demonstrating the long-term impact on attendance, behavior, graduation rates, and academic and career success; and
7. Other resources aligned with the questions presented in the UPK Planning Template.

Additionally, the CDE will work with partners to ensure the release of additional information and technical assistance in the form of guidance, resources, tools, and regularly-scheduled webinars. Topics will include workforce, support for multilingual learners, and inclusive early education practices, among others.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### **Directions, Timeline, and Suggested Planning Process**

LEAs are encouraged to use this template to fulfill the *EC* Section 8281.5 requirement to create a UPK Plan that articulates how the LEA will facilitate access to full-day learning for all children the year before kindergarten, including their partnerships with CSPP, Head Start, other preschool partners, and extended learning and care partners. The CDE will disseminate a survey to collect responses to the required questions in this template following the June 30, 2022, deadline for presenting plans to the local governing board.<sup>4</sup>

The CDE recommends the following process and timeline after the release of this UPK Planning Template in December 2021:

1. LEAs convene a planning team, including staff from the early learning department and Head Start (if these exist), curriculum and instruction, student programs, workforce and human resources (HR), business services, special education, multilingual education, expanded and after-school learning, and facilities.
2. The CDE, along with partners, will release guidance, resources, and additional information to support LEAs in the development of their UPK plan. LEAs should review this guidance as part of their planning process, and COEs should use the guidance to inform the support they offer to LEAs.
3. COEs develop plans for how they will support LEAs in their county to assess options, make decisions, and construct plans that address the required questions and consider the recommended questions found in this template. COEs should communicate with the LEAs in their county about the types of information, resources, and technical assistance the COE is able to offer to support the UPK planning process.
4. LEAs conduct outreach and engagement activities with local R&Rs, LPCs, and existing extended learning and care providers including early learning and child care providers operating within the LEA's enrollment attendance boundary.<sup>5</sup>

---

<sup>4</sup> The CDE may collect additional data related to UPK implementation in future years as well.

<sup>5</sup> LEAs can obtain a list of licensed ELC providers operating within the LEA's enrollment zip codes by contacting their county R&R. LEAs can also collaborate with APPs in their county to share information about the engagement activities with ELC providers in the county. See the CDE Guidance Document to learn more about R&Rs and APPs and how to find the R&R(s) and APP(s) in your county. In addition, as local partnerships, LEAs should and can work with local Head Start grantees to discuss the Head Start needs assessment allowing for better coordination and collaboration.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

5. LEAs convene a public engagement process to gather input and perspectives to inform the plan. This engagement process should include parents, early learning communities (including CSPP, Head Start, and the Head Start Policy Council), and expanded learning communities (including the After-School Education and Safety [ASES] Program). To ensure meaningful engagement, the CDE recommends LEAs complete this by March 1, 2022.<sup>6</sup>
6. If the LEA wants technical assistance from their COE, the CDE recommends LEAs submit a draft of the UPK Plan to their COE for review by April 15, 2022.
7. Planning teams meet with the COE to discuss the LEA's draft, including local constituency input, by June 1, 2022.
8. Planning teams present a draft plan to the school board by **June 30, 2022**.
9. The plan shall demonstrate how families will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the ASES Program, CSPP, Head Start programs, and other community-based early learning and care programs.

Following the presentation of the plan to the LEA's school board, the LEA shall respond to the CDE's subsequent requests for information no later than July 31, 2022.

### Key Considerations

#### Transitional Kindergarten Implementation Timeline

As a condition of receipt of apportionment, school districts and charter schools must implement universally available TK for all four-year-old children by 2025–26 (*EC* 48000[c][1]). LEAs are encouraged to consider how this implementation timeline will impact elements of their UPK Plan, including whether implementing UTK on a fast timeline will allow the LEA to reach economies of scale with regard to the number of classrooms and TK teachers needed. The table below illustrates the UTK implementation timeline, including eligibility and ratios.

---

<sup>6</sup> The purpose of this engagement process is to ensure that diverse community voices and interests are uplifted and used to inform the development of a UPK Plan that meets families' and communities' needs. The LEA should develop a process that allows for authentic, inclusive, and meaningful input.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

**Table: TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year**

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
<b>Eligibility</b>	Turn five between September 2 and December 2; at district discretion, turn five between December 3 and the end of the school year	Turn five between September 2 and February 2; at district discretion, turn five between February 3 and the end of the school year	Turn five between September 2 and April 2; at district discretion, turn five between April 3 and the end of the school year	Turn five between September 2 and June 2; at district discretion, turn five between June 3 and the end of the school year	Turn four by September 1
<b>Ratios</b>	Not specified	1:12	1:10**	1:10**	1:10**
<b>Class Size</b>	24	24	24	24	24

\* average class size across the school site

\*\* Subject to future legislative appropriation

### Supporting a Preschool through Third Grade Continuum

The CDE recently launched a Preschool through Third Grade (P–3) Alignment Initiative rooted in research that suggests the gaps in children’s opportunities and learning outcomes demand system-level reform at the state, county, district, school, and community level. Through this work, the CDE hopes to disrupt inequities, address bias, and promote equitable opportunities for California’s early learners. UPK implementation presents a critical opportunity to strengthen P–3 alignment, as a means of sustaining and accelerating the improved child outcomes associated with high-quality, early learning experiences.

To ensure the LEA’s plan is aligned with the vision of a P–3 continuum, the development team for the LEA UPK Plan (for which this document is a template) should include staff from the early education department (if there is one), curriculum and instruction, student programs, workforce, HR, business services, special education, multilingual education, expanded learning and afterschool, and facilities. Furthermore, to create a strong UPK system that meets families’ needs, the voices and choices of parents should be centered. Furthermore, LEAs should conduct outreach to the early learning and care providers that operate within the zip codes that the LEA serves to include them in informing the development of the LEA’s UPK Plan.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

As a best practice, the CDE recommends LEAs convene a public engagement process to gather input and perspectives to inform the plan by March 1, 2022. This engagement process should include parents, early education communities (including CSPP and Head Start), expanded learning communities (including the ASES Program), and early learning and care (including center- and home-based child care) in order to gather information from impacted communities to inform the development of this plan.

### **Full-Day, Extended Learning and Care**

State law does not require LEAs to operate a TK program that offers full-day early learning to all children the year before kindergarten; however LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community's needs.

Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days; however, LEAs are not required to exclusively use ELO-P funding to meet the requirement. LEAs can instead partner with Head Start, CSPP, ASES, or other community-based child care programs to fund and provide the additional extended learning and care hours needed to reach nine hours. (*EC Section 46120*). This would allow the LEA to use ELO-P funds to provide additional service hours or services for additional children.

### **Creating Joint or Aligned Plans**

LEAs are permitted to partner in creating a joint UPK Plan and may submit the same plan for multiple LEAs. Small and rural LEAs serving similar communities, especially those with low TK or kindergarten average daily attendance (ADA), are strongly encouraged to consider creating a joint UPK Plan which includes non-district learning programs serving four-year-old children. LEAs are also encouraged to consider partnering with other nearby LEAs to submit a joint UPK Plan or with their COE to create a single, countywide plan. These joint plans should be developed in conjunction with CSPP, Head Start, other preschool programs, and early learning and care providers.



Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

**UPK Planning Template**

**Self-Certification**

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA’s expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

1. Please complete the following table:

<b>LEA Name</b>	<b>Contact Name and Title of the Individual Self-Certifying the Statement Above</b>	<b>Email</b>	<b>Phone</b>
[Enter LEA name Here]	[Enter contact name and title here]	[Enter email here]	[Enter phone number here]

2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]

- a. Yes
- b. No

3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan? [open response]

Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

**Projected Enrollment and Needs Assessment**

***Recommended Planning Questions***

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What do existing data sources indicate about parental needs and preferences related to early learning and care programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on)
2. Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA’s TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26.<sup>7</sup> Complete the following tables.<sup>8</sup>

**Table: Projected Student Enrollment**

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive) <sup>4</sup>	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
-----------------	---------	--	--	--	--	---

<sup>7</sup> If the administration of kindergarten will be impacted by the implementation of UPK, (for example, through the use of combination classes), add additional rows to the table and develop estimates for the number of kindergarten students, classrooms, teachers, and teacher’s assistants will be needed, in addition to those estimates that are required for reporting to CDE.

<sup>8</sup> See the implementation schedule above for changes in teacher/adult ratios over the implementation period.

Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive)	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
<b>TK Students</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]
<b>CSPP (if applicable)</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]

**Table: Facilities Estimates (Cumulative)**

Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
<b>TK Classrooms</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]
<b>CSPP Classrooms</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]
<b>Head Start or Other Early Learning and Care Classrooms</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]

**Table: Staffing Estimates (Cumulative)**

Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
<b>TK</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]
<b>TK Teacher’s Assistants</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]
<b>CSPP (if applicable)</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]
<b>Other CSPP Classroom Staff (if applicable)</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]
<b>Early Education District-level staffing (if applicable)</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]

- As part of the ELO-P requirements, *EC* Section 8281.5 requires LEAs to offer or partner in offering in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, including through partnerships with the LEA’s expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended learning and care services in addition to the TK instructional minutes. Then, working with local early learning and care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

**Table: Projected Number of TK Students Utilizing Extended Learning and Care**

2019–20	Current	2022–23	2023–24	2024–25	2025–26
[Enter projected number of TK students that will utilize extended learning and care number here]	[Enter projected number of TK students that will utilize extended learning and care number here]	[Enter projected number of TK students that will utilize extended learning and care number here]	[Enter projected number of TK students that will utilize extended learning and care number here]	[Enter projected number of TK students that will utilize extended learning and care number here]	[Enter projected number of TK students that will utilize extended learning and care number here]

**Table: Projected Number of Slots Available for TK Students**

Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
<b>CSPP</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]
<b>Head Start</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]
<b>ASES Program/ELO-P</b>	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]	[Enter number here]

***Required Questions***

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

There are no required questions in this section.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### **Focus Area A: Vision and Coherence**

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programming and before school and after-school, intersession, and summer learning and care.

### ***Recommended Planning Questions***

**The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.**

1. What is the LEA's vision for UPK? [open response]
2. In addition to TK, what service delivery models will be integrated to offer UPK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in? In developing this component of the plan, LEAs should include partners such as CSPP, Head Start, and other early learning and care providers to ensure local services and funding are maximized and coordinated in response to parental needs and choice. [open response]
3. Describe the planned administrative structure that will support and monitor the UPK program and facilitate connections with the ELO-P as well as non-LEA-administered early learning and care programs that will support the extended learning components of UPK. [open response]
4. Identify and assign each individual that will be responsible for key functions pertaining to implementing UPK (for example, academic or educational services, early childhood, facilities, human resources and labor, special education, English learner or multilingual programs, partnerships, including early learning and care and ELO-P, assessment and data collection, professional learning, workforce recruitment and preparation support, or others). [open response]
5. Identify how UPK leadership will be integrated in the decision-making process at the executive or cabinet level. [open response]

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

6. Describe how the LEA's proposed UPK model will be integrated with the district's LCAP. [open response]
7. Describe how the LEA plans to ensure the inclusion of students with disabilities in UPK classrooms and who will be involved in the process. [open response]
8. Describe how the LEA plans to support sites in building connections between them and ELO-P, as well as early learning and care partners. [open response]

### ***Required Questions***

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]
  - a. TK offered at all sites
  - b. TK offered at some sites
  - c. TK stand-alone classes
  - d. TK and kindergarten combination classes
  - e. CSPP and TK combination classes (CSPP funding and ADA funding)
  - f. Locally-funded preschool and TK combination classes
  - g. CSPP stand-alone classes
  - h. Head Start stand-alone classes
  - i. Other [describe, open response]
2. Does the LEA plan to implement full-day TK, part-day TK, or both?<sup>9</sup> [select one]

---

<sup>9</sup> The minimum length of instructional time that must be offered to constitute a school day is 180 minutes (*EC* sections 46117 and 46201). By statute, the maximum school day in kindergarten is four hours ("part day") (*EC* Section 46111). However, *EC* Section 8973 allows schools that have adopted an early primary program (extended-day kindergarten or "full day") to exceed four hours. Furthermore, *EC* Section 48000 states that a TK shall not be construed as a new program or higher-level service. In general, the number of required instructional minutes for TK is 36,000 minutes per year.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- a. Full Day TK
  - b. Part Day TK
  - c. Both
3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why. [open response]
4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]
- a. Yes - the LEA applied to expand its existing CSPP contract in 2022–23
  - b. Yes - the LEA applied for a new CSPP contract in 2022–23
  - c. Yes - the LEA will apply to expand its existing CSPP contract in future years (if funding is appropriated by the legislature)
  - d. Yes - the LEA plans to apply to administer a CSPP contract in future years (if funding is appropriated by the legislature)
  - e. No - the LEA has no plans to begin or expand a CSPP contract in future years
  - f. No - the LEA plans to relinquish or reduce CSPP services in future years
5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]
- a. Three-year-old children
  - b. Four-year-old children who will not be enrolled in TK in the current school year
  - c. Four-year-old children who will be enrolled in early admittance TK on their fifth birthday but who are not yet enrolled because their birthday does not fall in the range for which LEAs are fully funded to support TK. (Note: children whose birthdays fall outside of this range can be served in TK at LEA option from the beginning of the school year, but LEAs only generate ADA after the child's fifth birthday.)
  - d. Four-year-old children who are enrolled in TK, including early admittance TK (CSPP would provide extended learning and care in addition to the TK instructional day).



## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?
- a. 2022–23 (Birthdays February 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe
  - b. 2023–24 (Birthdays April 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe
  - c. 2024–25 (Birthdays June 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### **Focus Area B: Community Engagement and Partnerships**

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

#### ***Recommended Planning Questions***

**The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.**

1. How does the LEA's UPK Plan prioritize parental needs and choices? [open response]
2. How does the LEA plan to meaningfully engage extended learning and care partners in the development of the LEA's UPK Plan? [open response]
3. What actions does the LEA plan to take to partner with local R&Rs; LPCs; and existing early education, child care, and expanded learning providers within the LEA's attendance boundary to support parents to access services across LEA-administered and non-LEA-administered programs for extended learning and care and other supports? [open response]
4. How does the LEA plan to create or grow partnerships with early learning and care providers serving children with disabilities (including how the LEA plans to collaborate with their SELPA to enroll more children with disabilities in inclusive UPK opportunities)? [open response]
5. Develop sample program schedules that describe how the requirements of the ELO-P will be met for UPK, including the use of ELO-P funds or other fund sources; how they will be combined with the instructional day to offer a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports); and how they will offer a minimum nine-hour summer or intersession day. [open response]

#### ***Required Questions***

**CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.**

1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]
  - a. Parent Teacher Association Meetings
  - b. Family or parent surveys

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- c. English Learner Advisory Committee (ELAC)
  - d. District English Learner Advisory Committee (DELAC)
  - e. Special Education Local Plan Area (SELPA)
  - f. School Site Council
  - g. District Advisory Committee
  - h. LCAP educational partners input sessions
  - i. Tribal Community input session
  - j. Co-hosting events with community-based organizations (CBOs)
  - k. Hosting meet and greets with the early learning and care community
  - l. LPC Meetings
  - m. Local Quality Counts California (QCC) consortia meetings
  - n. First 5 County Commission meetings
  - o. Community Advisory Committee (CAC)
  - p. Head Start Policy Council meetings
  - q. Collaboration with parent engagement centers (for example, Parent Training and Information Center [PTIC], Community Parent Resource Center [CPRC], Family Empowerment Centers [FEC])
  - r. Other [describe, open response]
2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]
- a. Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)
  - b. Expanded learning programs at a CBO site (ASES, 21st CCLC, ELO-P)
  - c. CSPP (on an LEA site)
  - d. CSPP (at a CBO site)

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- e. LEA- or locally-funded preschool
- f. Head Start
- g. LEA preschool funded with Title I of the Every Student Succeeds Act funds
- h. Other CBO preschool
- i. State subsidized child care (not including CSPP)
- j. Other [describe, open response]

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### **Focus Area C: Workforce Recruitment and Professional Learning**

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

### ***Recommended Planning Questions***

**The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.**

1. How does the LEA plan to recruit the educators needed to implement its UPK Plan (including CSPP teachers, assistant teachers, TK teachers, and TK teachers' instructional aides and assistants)? [open response]
2. How does the LEA plan to partner with CSPP, Head Start, and other early learning and care providers to offer joint professional learning opportunities? [open response]

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

3. What is the LEA's planned strategy for providing professional learning for educators across the LEA's P–3 continuum? Plans might include the following: [open response]
- a. Who will receive this professional learning?
    - i. By role (lead teachers, assistant teachers, administrators, coaches, and so forth)
    - ii. By grade (TK staff, kindergarten through third grade staff, on-site preschool staff, off-site preschool staff, and so forth)
  - b. What content will professional learning opportunities cover?
    - i. Effective adult-child interactions
    - ii. Children's literacy and language development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
    - iii. Children's developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
    - iv. Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
    - v. Implicit bias and culturally- and linguistically-responsive practice
    - vi. Adverse Childhood Experiences (ACEs) and trauma- and healing-informed practice
    - vii. Curriculum selection and implementation
    - viii. Creating developmentally-informed environments
    - ix. Administration and use of child assessments to inform instruction
    - x. Support for multilingual learners, including home language development and strategies for a bilingual classroom
    - xi. Serving children with disabilities in inclusive settings, including Universal Design for Learning
    - xii. Engaging culturally- and linguistically-diverse families

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- c. How will professional learning be delivered?
  - i. Coaching and mentoring
  - ii. Classroom observations and demonstration lessons with colleagues
  - iii. Workshops with external professional development providers
  - iv. Internally-delivered professional learning workshops and trainings
  - v. Operating an induction program
  - vi. Partnerships with local QCC professional learning in CSPP settings
  - vii. In mixed groupings (for example, TK and CSPP teachers)
4. How does the LEA plan to facilitate the development of a district early education leadership team (across grade levels and departments) and promote site-based horizontal and vertical articulation (P–3) teams to support student transitions, share strategies, and collaboratively monitor student progress?

### ***Required Questions***

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]
  - a. Partner with one or more local Institutions of higher education (IHEs) or the COE to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential
  - b. Apply for a California Classified School Employee Teacher Credentialing Program grant (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/Classified-Sch-Empl-Teacher-Cred-Prog>) on your own, with your COE, as part of a new collaborative, or by joining an existing Classified grant program to recruit teachers
  - c. Apply for a California Teacher Residency Grant Program (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program>) on your own, as part of a new collaborative, or by joining an existing Teacher Residency Grant Program to recruit and

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

prepare individuals with a bachelor's degree who want to become teachers in your LEA

- d. Join an existing intern preparation program to recruit and prepare teachers for your LEA
- e. Join an existing apprenticeship cohort program to recruit and prepare teachers for your LEA
- f. Establish a relationship with other local LEAs to establish pathways for high school students interested in a career in CSPP or in P–3 teaching through clubs, registered apprenticeships, or other such early recruitment opportunities
- g. Partner with the California Center on Careers to contact registrants who might be interested in becoming teachers for your LEA
- h. Provide information on scholarship and grant opportunities to CSPP and other staff interested in providing extended learning and care services
- i. Apply for workforce development funding and competitive grant opportunities from the CDE
- j. Provide a stipend for tuition and fees for coursework leading to a Multiple Subject Teaching Credential
- k. Provide advising on credential requirements and options for how to meet these requirements
- l. Collaborate with IHEs to offer unit-bearing coursework at a local LEA site during times that work for teachers and other interested staff members [list IHEs, open response]
- m. Partner with a local IHE to provide other services to candidates seeking to earn a Multiple Subject Teaching Credential
- n. Partner with a COE to provide other services to candidates seeking to earn a multiple subject credential
- o. Other [describe, open response]
- p. None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators



## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under *EC* Section 48000(g)(4)? [select all that apply]
  - a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
  - b. Partner with an IHE or COE to operate cohort models for LEA teachers earning 24 units
  - c. Provide information on scholarship and grant opportunities
  - d. Apply for workforce development funding and grant opportunities
  - e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
  - f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
  - g. Provide advising on requirements and how to meet the requirements
  - h. Offer unit-bearing IHE coursework at a local LEA site during times that work for teachers
  - i. Develop or work with an established mentorship program to support new TK teachers
  - j. Other [describe, open response]
  - k. None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders who have at least 24 units in early childhood education, or childhood development, or both; professional experience in a classroom setting with preschool-age children that is comparable to the 24 units of education described in subparagraph (a); or a Child Development Teacher Permit issued by the CTC
  
3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective **CSPP** teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]
  - a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
  - b. Partner with an IHE or COE to operate cohort models for educators working towards a Child Development Teacher Permit

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- c. Provide information on scholarship and grant opportunities
  - d. Apply for workforce development funding and grant opportunities
  - e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
  - f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
  - g. Provide advising on requirements and planning for how to meet the Child Development Teacher Permit requirements
  - h. Offer unit-bearing coursework at a local district site during times that work for teachers
  - i. Other [describe, open response]
  - j. None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit
4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]
  - a. Ages & Stages Questionnaire (ASQ)
  - b. BRIGANCE Early Childhood Screen
  - c. Desired Results Developmental Profile (DRDP)
  - d. Developmental Reading Assessment (DRA)
  - e. LEA-based, grade level benchmarks and a report card
  - f. Teaching Strategies GOLD (TS GOLD)
  - g. Work Sampling System (WSS)
  - h. Other [describe, open response]
  - i. The LEA does not plan to offer professional learning on child observational assessments
5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- a. Effective adult-child interactions
- b. Children's literacy and language development (aligned with the *Preschool Learning Foundations and Frameworks*)
- c. Children's developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
- d. Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
- e. Implicit bias and culturally- and linguistically-responsive practice
- f. ACEs and trauma- and healing-informed practice
- g. Curriculum selection and implementation
- h. Creating developmentally-informed environments
- i. Administration and use of child assessments to inform instruction
- j. Support for multilingual learners, including home language development and strategies for a bilingual classroom
- k. Serving children with disabilities in inclusive settings, including Universal Design for Learning
- l. Engaging culturally- and linguistically-diverse families
- m. Other [describe, open response]
- n. Site leaders and principals will not be offered professional learning on early childhood education

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the *California Preschool Learning Foundations* (<https://www.cde.ca.gov/sp/cd/re/psfoundations.asp>) and the *California Preschool Curriculum Frameworks* (<https://www.cde.ca.gov/sp/cd/re/psframework.asp>) to support the development of skills across the domains outlined in those documents.

#### ***Recommended Planning Questions***

**The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.**

1. Describe how the LEA will develop or select a curriculum for UPK classrooms that aligns with the *California Preschool Learning Foundations* and *California Preschool Curriculum Frameworks*. [open response]
2. Describe the intended timeline for curriculum implementation, including steps for piloting and gathering input from UPK teachers, and a process for ensuring curriculum fidelity. [open response]
3. What actions does the LEA plan to take to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students?
4. Describe how classroom practices for UPK (TK and other preschool programs the LEA operates or has on site) will be integrated and aligned.
5. What instructional practices does the LEA plan to implement to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, implementing social-emotional strategies such as the Pyramid Model)? [open response]
6. What instructional practices does the LEA plan to implement to support the language and overall development of multilingual learners? [open response]
7. How does the LEA plan to assess dual language learners (DLLs) in areas other than English language acquisition? [open response]

Universal Prekindergarten Planning and Implementation Grant Program - Planning  
Template

**Required Questions**

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]
  - a. Dual language program with a language allotment<sup>10</sup> of 50/50 [open response for language offered]
  - b. Dual language program with a language allotment of 90/10 [open response for language offered]
  - c. Dual language program with a language allotment of 80/20 [open response for language offered]
  - d. Dual language program with a language allotment of 70/30 [open response for language offered]
  - e. English-only instruction with home-language support
  - f. None
  - g. Other [describe, open response]
  
2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]
  - a. Dual language program with a language allotment<sup>11</sup> of 50/50 [open response for language offered]
  - b. Dual language program with a language allotment of 90/10 [open response for language offered]
  - c. Dual language program with a language allotment of 80/20 [open response for language offered]

---

<sup>10</sup> The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

<sup>11</sup> The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- d. Dual language program with a language allotment of 70/30 [open response for language offered]
  - e. English-only instruction with home-language support
  - f. None
  - g. Other [describe, open response]
3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]
  - a. Provide training for staff on the Center on the Social Emotional Foundations for Early Learning (CSEFEL) Pyramid Model
  - b. Implement the CSEFEL Pyramid Model in the classroom
  - c. Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)
  - d. Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings
  - e. Use developmental observations to identify children's emerging skills and support their development through daily interactions
  - f. Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction
  - g. Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills
  - h. Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning
4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]
  - a. Implement Universal Design for Learning

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- b. Provide adaptations to instructional materials
  - c. Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models
  - d. Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others
  - e. Provide additional staff to support participation in instruction
  - f. Other [open response]
5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]
  - a. ASQ
  - b. BRIGANCE Early Childhood Screen
  - c. DRDP
  - d. DRA
  - e. LEA-based grade level benchmarks and a report card
  - f. TS GOLD
  - g. WSS
  - h. Other [describe, open response]
  - i. The LEA does not plan to use a common TK assessment
  - j. Unsure

Universal Prekindergarten Planning and Implementation Grant Program - Planning  
Template

**Focus Area E: LEA Facilities, Services, and Operations**

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California’s mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

**For Facilities:**

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA’s Facilities Master Plan. The objectives of this section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

***Recommended Planning Questions***

**The CDE recommends districts prioritize these questions as part of their UPK Plan in addition to required questions.**

1. What strategies does the LEA plan to employ to integrate younger children and older children on the same campus and ensure safety and appropriate commingling? [open response]
2. Describe how the LEA plans to address transportation issues resulting from UPK implementation. [open response]
3. What strategies does the LEA intend to implement to ensure TK students have access to meals and adequate time to eat (for example, adding additional meal services and time in the cafeteria, offering breakfast after the bell [students pick up a breakfast and bring it to the classroom])? (Note: The LEA must continue to comply with all health and safety, state, and federal Child Nutrition Program regulations while implementing meal service) [open response]

***Required Questions***

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs? [open response]



## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, how many more classrooms does the LEA need? [identify number, open response]
    - ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]
3. Does the space meet the kindergarten standards described in *California Code of Regulations*, Title 5, Section 14030(h)(2)? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, what modifications need to be made? What resources are needed to make them? (See Facilities Grant Program Funding at <https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding>) [describe, open response]
4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, what modifications need to be made? What resources are needed to provide equipment or accommodations? [describe, open response]
5. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? [multiple choice]
  - a. Yes
  - b. No

Universal Prekindergarten Planning and Implementation Grant Program - Planning  
Template

- i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming?  
[describe, open response]
6. In which of the following areas does the LEA intend to make updates to facilities?  
[select all that apply]
  - a. Turfed area
  - b. Paved area
  - c. Apparatus area
  - d. Land required for buildings and grounds
  - e. Total square feet required
  - f. None of the above
7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]
  - a. Transportation to and from the TK program
  - b. Transportation from the TK program to an extended learning and care opportunity on another LEA site
  - c. Transportation from the TK program to an extended learning and care opportunity on a non-LEA site (for example, a CBO that operates a preschool program)
  - d. No transportation will be provided
8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### Technical Assistance Questions

The CDE is collecting information on the type(s) and topics of technical assistance that LEAs need to support implementation of a robust UPK Plan and effective UPK program. This information will be used to leverage existing resources and inform future technical assistance opportunities provided by CDE partners, including COEs, to help ensure that the needs of LEAs are met.

The following questions are optional. However, unlike the recommended questions included in Focus Areas A through E, the CDE will be collecting any information that LEAs wish to provide in response to these questions via the survey that the CDE administers to collect the required data questions above.

1. What technical assistance would be most helpful related to projecting enrollment and assessing needs? [select all that apply]
  - a. Support for parent surveys to gauge interest in service delivery models
  - b. Data analysis capacity building to support staff to refine enrollment projections based on community context
  - c. Information on program eligibility requirements to project enrollment across programs
  
2. What technical assistance would be most helpful related to the elements included in Focus Area A: Vision and Coherence? [select all that apply]
  - a. Adjusting classroom practices to support the district's UPK model (for example, mixed-age classrooms)
  - b. Creating inclusive classrooms, including implementing Universal Design for Learning
  - c. Templates or framework for drafting a P–3 vision that partners and parents support
  - d. Models for administrative structures that support effective UPK programs and facilitate connections with the ELO-P and non-LEA-administered early learning and care programs
  - e. Support for developing and applying to administer a CSPP contract
  - f. Technical assistance on how to integrate UPK and P–3 in the district LCAP

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- g. Guidance on best practices for smooth transitions through the P–3 continuum
      - h. Considerations for TK early admittance
- 3. What technical assistance would be most helpful related to the elements included in Focus Area B: Community Engagement and Partnerships? [select all that apply]
  - a. Support for parent surveys and engagement activities to understand parent needs and support authentic choice
  - b. Support for community engagement activities including best practices for coordination with LPCs, Local QCC Consortia, First 5 County Commissions, Head Start Policy Councils and other early learning and care leadership tables
  - c. Guidance on best practices for enrolling more children with disabilities in UPK classrooms and providing services in inclusive settings
  - d. Strategies for meeting the ELO-P requirements through different models of extended learning and care, including models of blending and layering funding to support the nine-hour day and ensuring developmentally-informed environments for young children
  - e. Increasing UPK enrollment and parent awareness of programs
- 4. What technical assistance would be most helpful related to the elements included in Focus Area C: Workforce Recruitment and Professional Learning? [select all that apply]
  - a. Additional guidance on UPK workforce requirements (TK, CSPP, and other early learning and care providers)
  - b. Creating joint professional learning opportunities for preschool and elementary school teachers within LEAs or across LEA- and CBO-administered programs
  - c. Strategies to support the teacher pipeline, including, but not limited to, recruiting multilingual educators, cohort models, apprenticeships, or residency programs
  - d. Identifying the content, type, and frequency of professional learning opportunities given the needs of the community and the LEA's P–3 vision

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- e. Creating professional learning opportunities to provide site leaders with more early childhood knowledge
  - f. Building partnerships with IHEs or COEs to support professional learning opportunities and degree attainment
  - g. Support for communications to recruit prospective educators and share grant and scholarship opportunities to support degree attainment
5. What technical assistance would be most helpful related to support for professional learning opportunities on specific topics? [select all that apply]
- a. Effective adult-child interactions
  - b. Children's literacy and language development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - c. Children's math and science development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - d. Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - e. Implicit bias and culturally- and linguistically-responsive practice
  - f. Trauma- and healing-informed practice
  - g. Curriculum selection and implementation
  - h. Creating developmentally-informed environments
  - i. Administration and use of child assessments to inform instruction
  - j. Support for multilingual learners, including home language development and strategies for a bilingual classroom
  - k. Serving children with disabilities in inclusive settings, including Universal Design for Learning
  - l. Engaging culturally- and linguistically-diverse families
6. What technical assistance would be most helpful related to support for specific professional learning delivery mechanisms? [select all that apply]

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- a. Coaching and mentoring
  - b. Classroom observations and demonstration lessons with colleagues
  - c. Workshops with external professional development providers
  - d. Internally-delivered professional learning workshops and trainings
  - e. Operating an induction program
7. What technical assistance would be most helpful related to the elements included in Focus Area D: Curriculum, Instruction, and Assessment [select all that apply]
- a. Guidance on how to adopt the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks* into a specific UPK setting (for example, mixed-age classrooms)
  - b. Guidance on the selection, development, or integration of developmentally-informed curricula and aligning curricula across the early grades
  - c. Guidance and best practices on how to monitor and support curriculum fidelity in UPK settings
  - d. Guidance on how to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students
  - e. Guidance on instructional practices to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, and implementing social-emotional strategies such as the Pyramid Model) and partnerships with early learning and care providers to support services for children with disabilities
  - f. Specific instructional strategies to support specific skills including, but not limited to, children's social-emotional development and home language development
  - g. Guidance on appropriate assessment selection and utilization
  - h. Guidance on creating dual language immersion or bilingual programs
8. What technical assistance would be most helpful related to implementing hands-on, interactive, and developmentally-informed early education experiences for UPK students? [select all that apply]

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- a. Using manipulatives to develop fine motor skills
  - b. Incorporating a balanced approach to teaching and learning that includes both child-initiated and teacher-guided activities
  - c. Facilitating the development of critical thinking skills through the inquiry process (for example, the scientific method) to enhance children's learning experiences
  - d. Using differentiated groups that include individual, small, and large group experiences
  - e. Considering the structure of the daily routine to enhance individual and group learning experiences
  - f. Encouraging purposeful play, choice, social interactions, and collaboration
  - g. Creating time and space for children to develop gross motor skills inside the classroom and in the outdoor environment
  - h. Using child development knowledge to guide instructional approaches
  - i. Providing language- and literacy-rich environments
  - j. Intentional planning of developmentally-informed practices and curriculum to meet the individual needs of children in combination classrooms
  - k. Facilitating development and exploration through art
  - l. Incorporating inclusive practices
  - m. Supporting students' home language and English language development
  - n. Incorporating materials and manipulatives that are culturally representative of the children served to support dramatic play that inspires engagement, communication, and understanding of diversity
  - o. Universal Design for Learning
  - p. Integrated English language development
9. What technical assistance would be most helpful related to the elements included in Focus Area E: LEA Facilities, Services, and Operations? [select all that apply]
- a. Guidance on how to modify an elementary school classroom to serve young children

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

- b. Strategies to address transportation issues related to UPK access and enrollment
- c. Guidance to support strategies that ensure TK students have access to meals and adequate time to eat
- d. Making modifications to district data systems to support access to UPK assessment data and other relevant information across community and elementary school settings
- e. Best practices for preventing displacement of early learning education programs operated by non-LEA administrators on LEA campuses and transitioning programs to serve younger children



## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- **Preschool through Third Grade (P–3):** P–3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition across grades and settings.
- **Universal prekindergarten (UPK):** UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three- and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income-eligible three- and four-year-old children to further bolster program quality, either through the LEA’s own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- **Transitional kindergarten (TK):** TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (*EC* Section 48000 [d]).
- **Universal transitional kindergarten (UTK):** UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California’s public education system.
- **California State Preschool Program (CSPP):** CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- **Expanded learning:** This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

partners, and complement, but do not replicate, learning activities in the regular school day and school year.

- **Expanded Learning Opportunities Program (ELO-P):** ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.
- **Early learning and care:** This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- **Extended learning and care:** This refers to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE's Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

### **Appendix II - Additional Deeper Planning Questions**

This section includes optional planning questions for LEAs that are ready to develop more advanced UPK and P–3 plans.

These additional questions are designed to support the LEA’s development of a more comprehensive local UPK Plan. LEAs can also use these questions as a tool for integrating UPK into existing LEA plans such as the LCAP. LEA’s should assess their readiness to include any of these deeper planning questions in their initial planning process and reassess their readiness throughout the implementation of their UPK Plan.

#### **Focus Area A: Vision and Coherence**

1. If an LEA has a California State Preschool Plan (as part of the LEA’s application for its CSPP contract) what updates would the LEA like to make to the LEA’s program narrative to reflect implementation of TK? [open response]
2. Does the LEA plan to establish, maintain, and facilitate ongoing LEA leadership teams to focus on effective P–3 articulation and coordination throughout the LEA? [open response]
3. How will the LEA support sites in providing well-coordinated transitions for all P–3 students as they move through grade levels? [open response]
4. How does the LEA plan to communicate the importance of the P–3 continuum across a broad spectrum of audiences (including audiences internal and external to the district)? [open response]
5. Identify the processes and tools the LEA will use to strengthen understanding of early childhood development and facilitate communication between preschool and elementary school (including TK) teachers, principals, and administrators to support P–3 alignment? [open response]

#### **Focus Area C: Workforce Recruitment and Professional Learning**

1. What strategies does the LEA plan to employ to recruit multilingual educators to teach in dual language programs? [open response]
2. How does the LEA plan to assess the implementation of its professional learning structures to ensure efficacy? [open response]

#### **Focus Area D: Curriculum, Instruction, and Assessment**

8. Describe how the LEA plans to establish and maintain a coherent, culturally- and linguistically-responsive P–3 continuum to provide a strong integrated curriculum anchored in the California Preschool Learning Foundations and the *California*

## Universal Prekindergarten Planning and Implementation Grant Program - Planning Template

*Preschool Curriculum Frameworks, California Common Core State Standards, and the Curriculum Frameworks.* [open response]

9. What actions does the LEA plan to take to establish or expand multilingual programs across the P–3 continuum based on student population and family needs? (If the LEA has no plans to establish or expand multilingual programs across the P–3 continuum, identify how the LEA will evaluate these opportunities moving forward.) [open response]
10. What planning and actions are needed to accommodate a positive meal service, and how will the LEA adapt their universal meal program for TK students? [open response]

### **Focus Area E: LEA Facilities, Services, and Operations**

4. Describe what changes the LEA intends to make to the LEA’s Facilities Master Plan to ensure it is consistent with P–3 goals of creating seamless transitions for children and families. [open response]
5. Identify how the LEA plans to ensure TK students are included in all provisions of Multi-Tiered Systems of Supports (MTSS) and, when necessary, special education instruction, with an emphasis on early intervention and inclusion practices to address supports and least restrictive environments. [open response]
6. Identify any modifications the LEA intends to make to the Student Information System (SIS) and the assessment data system to ensure teachers and administrators have access to data from preschool through third grade. [open response]