



Literacy First Charter Schools

Literacy First Charter School Board of Trustees

Regular Board Meeting

Published on October 8, 2021 at 8:57 AM PDT

Date and Time

Wednesday October 13, 2021 at 5:00 PM PDT

Location

On site access:

Liberty Academy Auditorium
698 W. Main Street
El Cajon, CA 92020

Remote access:

Join Zoom Meeting

<https://us02web.zoom.us/j/82085817754?pwd=d2RnZGxrbDJSMVNL1c0eHBSRm5Rdz09>

Meeting ID: 820 8581 7754

Passcode: 9RbSvW

Please contact Steve Robinson by phone 619.442.5197 or by email steve.robinson@lfcinc.org to request any disability related access to this board meeting.

Documents related to this meeting are available on line at <https://www.lfcinc.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.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
C. Flag Salute			5 m
D. Approve Minutes From Sept 8, 2021	Approve Minutes		1 m
E. Approve Minutes from September 13, 2021	Approve Minutes		5 m
F. Approve Current Agenda	Vote		
II. Executive Director's Report			5:12 PM
A. Update on the 2021-22 start of school New Hires, Current Enrollment	FYI	Debbie Beyer	5 m
B. Dashboard Local Indicators	Discuss	Gail Stroben	
C. SPED Report Current SPED program and statistics	FYI	Troy Beyer	5 m
III. Chief Business Officer's Report			5:22 PM
A. Vote on the LFCS and SDCOE MOU 2021-26 The CBO recommends the board approve the 2021-26 MOU between LFCS and SDCOE.	Vote	Steve Robinson	5 m
B. Updated 2021-22 budget	Vote		5 m

	Purpose	Presenter	Time
<p>The CBO recommends the board approve the updated 2021-22 budget based on the variance between the projected enrollment and enrollment to date.</p>			

C. 2021-22 Financial Report as of September 30, 2021	FYI		5 m
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D. LCHS Project and Lease Update	FYI		5 m
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E. 2021-22 LFCS LCAP Update	Vote	Steve Robinson	5 m
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SDCOE Staff reviewed our LCAP and had suggested edits. We made the edits to the section titled, "Improved or Increased Services for Foster Youth, English Learners, and Low Income Students (page 21-23) to better describe our program that targets all students not just EL, foster youth, and low income students. Since we made edits to this document, we ask the board to approve these changes.

F. 2020-21 Unaudited Actuals Update and Approval	Vote	Steve Robinson	
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The CBO recommends the board approve the updated 2020-21 unaudited actuals. Upon direction of SDCOE staff, the 2020-21 beginning fund balance was adjusted to match the 2019-20 audited ending fund balance which included audit adjustments related to separating the LLC from LFCS in the audit for which journal entries were not provided. Section F of the unaudited actuals now matches page 30 of the 2019-20 audit. Corresponding adjustments were made to lines G.7, G.8, and I.5 on the unaudited actuals to account for the total audit adjustment on line F.1.b. The updated unaudited actuals have been re-submitted to SDCOE and accepted.

G. 2021-22 Brown Act training report	Discuss	Steve Robinson	5 m
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Steve Robinson attended a training on Brown Act compliance on September 15, 2021 conducted by Young, Minney, and Core, LLP.

H. Executive Director's contract	Vote	Steve Robinson	5 m
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The CBO recommends the board vote to approve the contract of the executive director.

I. Updated 2021-22 LFCS Independent Study Board Policies	Vote	Steve Robinson	5 m
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With the passage of AB 167, LFCS needed to add language specific to offering daily interaction and synchronous instruction during independent study starting on day 15 of a student's independent study

	Purpose	Presenter	Time
and tiered reengagement strategies / meetings for students not attending synchronous instruction.			

The CBO recommends the board approve the updated 20201-22 LFCS Independent Study Board Policies.

J. PLEF Donation of two vans to LFCS	Vote	Steve Robinson	
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The Patriot Legacy Foundation board voted on September 16, 2021 to donate the two vans they purchased to LFCS. This will allow the vans to be registered with the DMV. Since LFCS has been using the vans, mostly to transport athletes, LFCS has carried the auto insurance on the vans. The vans are owned by PLEF so the registration is in the name of PLEF. The CA DMV has not been able to figure out how to register the two vans with LFCS names on the insurance for the vans and PLEF named on the registration. By transferring ownership, this will solve the registration problem and keep the vans usable. This will increase the expenses of LFCS by the amount of the registration of the two vans each year and maintenance unless PLEF agrees to carry these ongoing expenses. According to Kelley Blue Book, both vans are worth about \$30,000 each.

The CBO recommends the board vote to approve this donation.

K. Representation Agreement for temporary LCHS site search	Vote	Steve Robinson	5 m
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The CBO seeks discussion and a vote on the representation agreement between LFCS and Commercial Properties Group.

IV. Governance 6:07 PM

A. Board Protocols	Discuss	Priscilla Schreiber	5 m
B. Committee Assignments	Discuss	Priscilla Schreiber	5 m
C. Board Development and Recruitment	Discuss	Priscilla Schreiber	5 m

V. Closed Session 6:22 PM

A. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION	Discuss	Debbie Beyer	
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	Purpose	Presenter	Time
	Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: dozens of potential cases.		

VI. Closing Items

A. Adjourn Meeting	Vote
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Cover Sheet

Approve Minutes From Sept 8, 2021

Section: I. Opening Items
Item: D. Approve Minutes From Sept 8, 2021
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Literacy First Charter School Board of Trustees on September 8, 2021



Literacy First Charter Schools

Minutes

Literacy First Charter School Board of Trustees

Regular Board Meeting

Date and Time

Wednesday September 8, 2021 at 5:00 PM

Location

698 West Main Street
El Cajon, CA 92021

To access this board meeting remotely, please use the Zoom link, Meeting ID, and Passcode below.

Join Zoom Meeting

[https://us02web.zoom.us/j/85176267896?
pwd=V0UrWTdNaEpsOG9uRUdzbEJ1WEFPdz09](https://us02web.zoom.us/j/85176267896?pwd=V0UrWTdNaEpsOG9uRUdzbEJ1WEFPdz09)

Meeting ID: 851 7626 7896

Passcode: pdt27V

Trustees Present

K. Evans, M. Ferguson, P. Schreiber

Trustees Absent

L. Razoogy

Guests Present

L. Amorteguy (remote), 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 Sep 8, 2021 at 5:08 PM.

C. Approve Minutes

M. Ferguson made a motion to approve the minutes from Literacy First Charter School Board of Trustees on 08-11-21.

K. Evans seconded the motion.

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

D. Approve Current Agenda

M. Ferguson made a motion to approve the minutes for meeting September 8th 2021.

K. Evans seconded the motion.

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

II. Executive Director's Report

A. Introduce New Hires

Tabling until next meeting

B. Update on the 2021-22 start of school

Start date will now be September 13th, 2021. Went from 181 to 175 days June 23rd, 2022 will remain the last day.

3 current school breaks were changed to reclaim the following days. Jan 3rd, Feb 22nd, May 27th

Back to school nights pushed 2 weeks

To allow for minimal instructional minutes 1/2 days K-8th grade will be 20 minutes longer. High School 1/2 day will be 5 minutes longer and in addition full days will be 15 longer.

New Calendar 2021-22 included in Board Packet

C. Approve updated school calendar

K. Evans made a motion to Approve calendar.

M. Ferguson seconded the motion.

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

III. Chief Business Officer's Report

A. Vote on Resolution 2022-01

Robinson presented and explained the details of Resolution 2022-01.

M. Ferguson made a motion to Approve Resolution 2022-01 as written.

K. Evans seconded the motion.

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

B. Vote on the LFCS and SDCOE MOU 2021-26

Tabled until next meeting.

C. 2020-21 Unaudited Actuals and Quarter 4 Report

Robinson reported it was submitted to the SDCOE for review.

D. 2021-22 Financial Report as of August 30, 2021

Robinson walked through revenue and expenditures. Enrollment and budget implications will be reviewed before the next meeting to reflect projected budget. All 2020-21 deferred LCFF revenue has been received. State SPED and federal SPED revenue continues to be deferred. Federal SPED revenue is over a year behind.

E. 2020-21 EPA Expense Report

Robinson explained details of this. The actual EPA revenue and expenses for the past year. were presented to the board showing all EPA revenue expensed toward certificated salaries.

F. 2021-22 LFCS Independent Study Board Policies (Amended)

Board looked at this at the last meeting and approved.

Amendment needed.

Robinson explained where amendment was needed: Under "tiered reengagement" parent conferences will occur every 20 days.

K. Evans made a motion to Ammend the.

M. Ferguson seconded the motion.

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

G. LCHS Project and Lease Update

Robinson explained the updates of the LCHS project. Progress made in meeting with architect, engineers, and general contractor toward producing construction documents for permit submission. Next hearing in SOS v. SDCOE scheduled for October 8th, 2021. Lemon Grove stated this is the last year for LCHS to lease the 8425 Palm Street facility. LFCS is seeking an alternative location for LCHS for the 2022-23 and most likely the 2023-24 school years while the Chase Ave site is built and SOS litigation resolved.

H. 2021-22 LFCS Budget Update

An updated projected budget will be presented at the next board meeting as enrollment numbers are less than expected. \$5.1M is cash at the county treasury as of 9.8.2021. All 2020-21 LCFF deferred revenue has been received.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:49 PM.

Respectfully Submitted,
P. Schreiber

9/8/21 5:59pm

Cover Sheet

Approve Minutes from September 13, 2021

Section: I. Opening Items
Item: E. Approve Minutes from September 13, 2021
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Literacy First Charter School Board of Trustees on September 13, 2021



Literacy First Charter Schools

Minutes

Literacy First Charter School Board of Trustees

Special Board Meeting

Date and Time

Monday September 13, 2021 at 7:00 AM

Location

Zoom Meeting

Topic: LFCS Board of Trustees Special Meeting

Time: Sep 13, 2021 07:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85902463874?pwd=bnc2SDhTZjZhTIBRaXByU3hjQTAzZz09>

Meeting ID: 859 0246 3874

Passcode: 669169

This was a special board meeting held via Zoom.

Trustees Present

K. Evans (remote), L. Razooky (remote), M. Ferguson (remote), P. Schreiber (remote)

Trustees Absent

None

Guests Present

D. Beyer (remote), S. Robinson (remote)

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 Monday Sep 13, 2021 at 7:02 AM.

C. Approve Current Agenda

II. Executive Director's Report

A. Allocation of AB86 funds; Approve Resolution 2022-02

School leadership announced in June 2021 that staff would receive COVID related pay from AB86 in June 2021 and September 2021. There was concern about the September 2021 pay as the state deferred the August 2021 allocation of AB86 funds to December 2021. There was concern about paying this COVID pay out in September before receiving the funds. Staff morale and the integrity of leadership was balanced against the risk of not receiving the December AB86 allocation. The CBO informed the board that the school has \$574,802 in AB 86 funds carried over from 2020-21 and the he projected the September COVID pay to be close to \$800,000. The CBO made the commitment to do everything he can to make sure the school, by June 30,2022, remains revenue over expenses to comply with bond covenants and keep the school in healthy financial standing even if the school does not receive the December AB86 allocation. The CBO will provide the board an updated budget during the October regular board meeting including a plan for if the December AB86 allocation does not arrive in fiscal year 2021-22.

The board discussed the tension between keeping leadership's word to staff and the fiscal implications if the December AB86 revenue does not arrive in fiscal year 2021-22.

The board also discussed protocols for the future regarding public announcements to staff related to board resolutions and decisions.

L. Razoogy made a motion to Approved Resolution 2022-02 authorizing the school to pay the COVID pay to staff in September as promised to staff in June 2021.

K. Evans seconded the motion.

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

Roll Call

K. Evans Aye

L. Razoogy Aye

M. Ferguson Aye

P. Schreiber Aye

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:37 AM.

Respectfully Submitted,

P. Schreiber

Documents used during the meeting

- AB 86 Carry Over Revenue 2021-22.jpg
- LFCS Board Resolution 2022-02 AB 86 Sept 2021 Pay.docx

Cover Sheet

2021-22 LFCS LCAP Update

Section:	III. Chief Business Officer's Report
Item:	E. 2021-22 LFCS LCAP Update
Purpose:	Vote
Submitted by:	
Related Material:	2021-22 LFCS LCAP.pdf

**Literacy
First
Charter
Schools**



"The tree of knowledge begins with literacy."

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Literacy First Charter Schools	Debbie Beyer – Executive Director	debbie.beyer@lfcsinc.org 619-579-7232

Plan Summary [2021-22]

General Information

A description of the LEA, its schools, and its students.

Literacy First Charter Schools is located in East San Diego County. The school is located at four separate sites, serving a diverse population, reflective of the communities we serve, of students K-12th grade. Additionally, LFCS includes Freedom Academy, an independent study program for students K-8.

The Literacy First Charter Schools' Mission states that:

We exist to nurture the whole child from kindergarten through high school graduation by igniting a passion for comprehensive L I T E R A C Y and equipping our students to wholeheartedly participate in their community.

OUR VISION is:

Literacy First views education as a process, not a product, which enables students to go from learning to read, to reading to learn. LFCS desires to shape

L Literate, life-long learners
I Independent thinkers
T Technologically literate citizens
E Enthusiastic and highly qualified teachers
R Reliable assessments that provide students a productive educational experience
A Aspiring leaders who positively impact their community
C Community that understands and supports the mission of LFCS
Y Yearly fiscal sound budget

OUR VALUES are the following:

NURTURE

All children will be known, recognized for their unique and creative nature and be comfortable to take risks. All staff will be invested in the success of each student through continuous professional development All parents will be recognized as invaluable resources

IGNITE

All children will be cultured, and literate in a wide-range of subjects All staff will have an enthusiasm for teaching using research proven methods where student success is expected About Our School All parents will be enthusiastically drawn into the school environment

EQUIP

All children will be self-directed, life-long learners and innovative leaders All staff will encourage students to be productive, independent, values-conscious thinkers All families will serve as links to the community where students can become informed participants in the democratic process.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Due to COVID1-19, the California School Dashboard is not currently up to date, therefore, the data we have that shows our student progress is from our own, in house assessments such as AIMS Web and Achieve 3000. This data shows that our students are continuing to progress despite their time at home during the stay at home order and distance learning. Our data shows the progress made from the fall assessments to the winter assessments in K-8 students, to be as follows: 90-99th percentile growth from 18% to 24% and 1-10th percentile went from 9% to 6%. This shows that our students are progressing and improving throughout the year.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Literacy First Charter School was identified as a distinguished school in San Diego County. Our overall data is very high, nonetheless, we will continue to work to develop the skills of our lowest language support students. These generally tend to be the neediest students that are new

to the country or have been in poorly performing schools prior to coming to LFCS. Additionally, we will continue to work to develop our students with disabilities numbers to ensure maximum progress given the needs of each individual student. At the high school level our programs will continue to develop to provide a broader variety of classes to meet a variety of interests and educational pathways. One of our areas of concern is that of our English Learners population. However, our data reflects that 85% of our EL students are scoring in 3 or 4 on the ELPAC. This remains a high percentage, however, we continue to develop and ensure that our language support program is meeting the needs of this student population with good success. In particular, we have noted that our female students are not thriving. Our upper grade Hispanic population tends to be the concern as these students come to us from other than LFCS schools and are historically low upon entry. Additionally, our resource students are another group that requires more attention. Obviously, due to the nature of these students, it is not surprising that they are scoring lower than the typical students, however, we are eager for all students to achieve to their greatest potential. In keeping data to see goals met we are closely analyzing IEP goals, goals met and services rendered. The percentage of goals met is in the range of 70-80% depending on the campus and specific area of service: resource, speech, OT and other support services. These are increases over the past year. The high school reports the least increase in goals met, which is in some part due to the nature of the student and ability to comply or not.

Overall, LFCS is very intentional and prescriptive in providing services to all students, and in particular those that are shown to have a specific academic need.

During the COVID-19 shutdown and year following, we did see student learning loss. We have worked to reverse this during the 2020-21 school year, and will continue to meet the needs of our students experiencing learning loss in the coming years.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

It seemed that if we were going to develop a driving document that would be meaningful, it needed to be structured in such a way that everyone in the organization from housekeeping through the executive director, parents and students would have the ability to understand in a simple manner the point of this process. For that reason, the LCAP team was intentional in the number of goals, the range of their inclusion and the purpose behind them. An acrostic was developed that aligns with these goals so that all stakeholders can clearly recognize what our goals are and why. Every member of our organization understands their “job” and the “why” in accomplishing these goals for the benefit of our LFCS K12 student population.

The acrostic is TAPS:

Teachers Trained
Academic Accountability
Parent Connected
Students Protected

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

Our stakeholders consist of teachers, parents, staff, board members, our Patriot Legacy Education Foundation, Parent Teacher Leadership Council, and DELAC. We consult our stakeholders by means of surveys, staff meetings, lead teacher meetings, administration meetings, and department head meeting , as well as through emails. As a school, we review all of the feedback given to us by our stakeholders and use it to guide our decision making, and the writing and finalizing of our LCAP.

A summary of the feedback provided by specific stakeholder groups.

The feedback provided by our stakeholder groups was in the areas of student intervention and support, ELL intervention and support and improving resources for our AP program. Our parents and staff have also showed concern regarding Social Emotional needs and state mandates mostly brought on by the pandemic.

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

The aspects of the LCAP that were influenced by specific stakeholder input were ELL supports, our intervention program, as well as ensuring we were responding to the concerns of parents regarding student health and state mandates..

Goals and Actions

Goal

Goal #	Description
1	To improve student achievement, students will receive instruction by teachers who participate in ongoing Professional Development, participate in professional learning communities and training that aligns with the mission, vision and values of LFCS

An explanation of why the LEA has developed this goal.

In order to provide students with a quality education, we first have to provide our teachers with quality training and growth opportunities. We have built our school on the foundation of our mission, vision and values, and in order to have those come to fruition, we know how important it is to equip our teachers with the skills they need to therefore instill them into their daily teaching and interactions with their students and families.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
1A	All students will be instructed by teachers who engage in ongoing PD in 21st Century Learning including ELA/ELD, Math, History Frameworks, and brain based, research proven strategies.				All staff members will engage in ongoing PD.
2B	With 3 consecutive years at LFCS, all EL students will advance at least one performance level annually as determined by ELPAC				ELL students will advance one performance level annually.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
4E	Steadily Increase EL Reclassification levels in grades 5-8.				Eligible ELL students will be reclassified.
1B	Students with Disabilities will meet annual IEP Goals and improve ELA and Math scores by 1% annually.				Students with disabilities will meet annual IEP goal.
6C	Administer annual staff surveys				Administer annual staff surveys

Actions

Action #	Title	Description	Total Funds	Contributing
1	Types of Professional Development	<p>Professional Development for all teachers & administrators will be provided in the following areas: Brain Compatible Strategies, Visible learning Developed Benchmark Assessments</p> <p>NGSS- researching materials and a mini implementation. EL Strategies MTSS programs</p> <p>In addition to ongoing training listed above, teachers will be provided with individual coaching in effective classroom instruction as well as updated information on the above.</p>	\$30,609.00	No
2	Payment for Professional Development	<p>LFCS will pay for Professional Development workshops, classes, and trainings throughout the summer and school year in order to provide staff time to review student achievement data, new state mandates and current legislation that may impact our educational programs.</p>	\$30,609.00	No

Action #	Title	Description	Total Funds	Contributing
3	IEP Funds	LFCS will use funds to cover expenses for IEP meetings including Educational Specialist Para-professionals, Psychologist, Principal and subs.	\$187,826.00	No
4	Feedback	A feedback process will inform staff on the effectiveness of the implementation of the new standards based curriculum in the classroom. Disaggregated data will provide feedback and determine if additional professional development is required or necessary.		No
5	ELL Expenditures	EL expenditures to include ELPAC Testing, Testing Coordinator salary, and resources needed to develop programs for EL Learners including benchmark assessments for writing and reading comprehension.	\$55,333.00	No
6	LS and Intervention Professional Development	Professional Development for all language support teachers and intervention specialist on academic frameworks and LFCS master plan will be provided to insure program goals are being met..	\$10,000.00	No
7	ELL Coordinator	EL Coordinator provides training for teachers, conducts classroom observations monitors program quality and ensures goals of the master plan are being met and/ or implemented to support academic needs of students.	\$40,000.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Goals and Actions

Goal

Goal #	Description
2	Implementation of a school-wide standards aligned assessment system to effectively analyze student performance data on an ongoing basis to improve instruction, close the achievement gap, and ensure that all students meet or exceed state standards.

An explanation of why the LEA has developed this goal.

It is imperative to have an assessment system that is aligned with state standards, in order to help teachers and the school at large gauge how effective teachers are teaching and students are learning. As well as, to guide instruction, special education and language support programs.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
1A	Teachers will meet highly qualified LFCS criteria.				Teachers will meet highly qualified LFCS criteria.
1B	All students will have access to curriculum & instructional materials in ELA & Math that are aligned to common core				All students will have access to curriculum & instructional materials
4B	All students Kinder-8th are assessed in ELA & Math Benchmark Assessments: 3 times per year. High School students are benchmark tested in content areas quarterly.				All students will be assessed regularly.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
4A	Students Meeting or Exceeding Standards on CAASPP (ELA & MATH) will show at least one year of growth annually, 3rd – 8th grade.				Students meeting or exceeding standards will show growth on CAASP assessments in grade 3-8.
4D	Students not meeting or nearly meeting standards will be identified and supported by an intervention program specific to the area of need.				Students not meeting or nearly meeting standards will be identified and supported by an intervention program specific to the area of need.
4A	Overall student participation rate will maintain 95% or higher, including all subgroups.				Overall student participation rate will maintain 95% or higher, including all subgroups.

Actions

Action #	Title	Description	Total Funds	Contributing
1	Direct Coaching	<p>Funds were expended to train teachers through direct coaching to improve Teacher Quality, and ensure highly qualified teacher authorizations.</p> <p>Coursework for supplemental credentials including admin credentials, SPED, and CLAD certifications New curriculum training in ELA and Math Brain compatible classroom strategies, AP teacher training, robotics and computer science training, progress monitoring tools and new Teacher training, induction programs, internship programing & mentoring</p>	\$30,800.00	No

Action #	Title	Description	Total Funds	Contributing
2	Science Curriculum	Transitional phase for Science curriculum and exploratory for social sciences.	\$5,000.00	No
3	Tech Support for CAASP	IT Tech Support and infrastructure upgrades will be purchased to allow for implementation & administration for CAASPP Testing to Grades 3-8 and High School and AIMSweb implementation. Additional notebooks were purchased to meet the demand of technology use.	\$123,213.00	No
4	Tech Updates	LFCS will update as needed new technology and software for student use with assessments, academic support, instruction, and conducting academic research. This may include classroom technology like Smart boards and Promethean boards.	\$50,000.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Goals and Actions

Goal

Goal #	Description
3	Engage parents through education, communication, and collaboration to promote student academic success & engagement.

An explanation of why the LEA has developed this goal.

We rely heavily on our parents at LFCS. They are the direct connection to their students, so it only makes sense to invest in them through classes that assist them in continuing the school teachings at home. We communicate with parents through email, phone calls, newsletters and social media and we collaborate with them by offering volunteer opportunities in the classroom and at school events, as well as through our Parent teacher leadership council.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
3A-C	Implement strategic plan, collect data, assess impact that parent involvement has increased				Implement strategic plan, collect data, assess impact that parent involvement has increased
3C	Host at least 4 parent workshops & trainings with a 3% increase in attendance from 2021- 2024.				Host at least 4 parent workshops & trainings with a 3% increase in attendance from 2021- 2024.
3A-C	Expand school wide volunteer opportunities in coordination with PTLC				Expand school wide volunteer opportunities in coordination with PTLC
3A-C	Use Social media- Facebook, Twitter and Instagram- as a				Increase Social media- Facebook, Twitter and Instagram-

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	important tool in connecting with parents. We aim to increase this number by 10% next year.				presence as a important tool in connecting with parents.

Actions

Action #	Title	Description	Total Funds	Contributing
1	Parent connection funds	Funds will be used to connect parents to the school and their students through a variety of activities, educational and community building. Data will be delivered in a parent friendly and meaningful manner including to second language parents.	\$500.00	No
2	Parent Workshop Funds	Costs associated with hosting parent workshop & trainings that are relevant to the time and their students. In addition to other tools to engage and promote student success from home.	\$1,000.00	No
3	Translation Services	Ongoing translation services will be provided to students and their families where English is not the first language per needs basis. We will contract with an outside vendor to make a more consistent turnaround.	\$8,672.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Goals and Actions

Goal

Goal #	Description
4	To provide all students with a safe well-maintained facility and a positive learning climate that supports the academic, social, emotional and physical needs of all students.

An explanation of why the LEA has developed this goal.

Students and staff deserve a safe place to learn and teach. A safe well-maintained facility is at the utmost importance for all LFCS campuses. This creates a positive learning climate so students feel safe to learn and grow at school.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
1C	All students will receive instruction in facilities that are safe, secure, clean and well maintained.				All students will receive instruction in facilities that are safe, secure, clean and well maintained.
6C	Participation in quarterly community service projects				Participation in quarterly community service projects
6C	95% of LFCS, LCHS 9-12 students will participate in a schoolwide community service project.				95% of LFCS, LCHS 9-12 students will participate in a schoolwide community service project.
5E	95% of LCHS Seniors will participate in a Service Learning Project & assessed by a clearly defined rubric.				95% of LCHS Seniors will participate in a Service Learning Project.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
5A	Assess student attendance rates				Assess student attendance rates
4B	Identify students for academic intervention & provide a support system through MTSS for each student , K-8				Identify students for academic intervention & provide a support system through MTSS for each student , K-8
5D-E	Identify Students 9-12 for academic intervention & provide a support system through MTSS for each thru the LCHS Academy program.				Identify Students 9-12 for academic intervention & provide a support system through MTSS for each thru the LCHS Academy program.
6C	Provide counselors, school psychologists and behavior therapists for students K-12 to assist in the area of social emotional health/ learning.				Provide counselors, school psychologists and behavior therapists for students K-12 to assist in the area of social emotional health/ learning.
6C	Provide and use a social emotional phone app to track and assist our students in Grades 7-8.				Provide and use a social emotional phone app to track and assist our students in Grades 7-8.
6C	Staff and parents will have access to resources in the area of social emotional learning/ health.				Staff and parents will have access to resources in the are of social emotional learning/ health.

Actions

Action #	Title	Description	Total Funds	Contributing
1	Attendance	A school wide Attendance review policy will be implemented and our administrative staff will report the findings. Funds will be used to update training of staff, meetings to review implementation, and develop policies and/or strategies to increase student attendance	\$64,033.00	No
2	Summer Intervention Programs	LFCS will provide targeted academic intervention at no cost to families over the summer, to include: Summer Intervention programs (Camp Catch-Up) for 2- 6 grades Summer EL Programs for 2- 6 grades Summer High School Math Classes and credit recovery classes Clearing credits for resource students.	\$25,000.00	No
3	Streamlined intervention and testing	Funds used to streamline the student support and resource and/or intervention process including assessing students for academic, behavioral and/or social intervention, communicating with parents, reviewing student records/data, and developing Individualized Learning Plans with growth targets or referral to IEP/504	\$5,632.00	No
4	Celebration Assemblies	LFCS will host celebration assemblies for student recognition on academic goals, leadership, character values and attendance. Funds will cover the expenditures of these assemblies and student acknowledgement	\$1,000.00	No
5	Service Projects	Stakeholders will plan, promote & implement Service Learning Projects & Project-Based Lessons, and develop clearly defined rubrics to ensure 90% of students meet or exceed the goal or participating in community based service projects.	\$90,000.00	No

Action #	Title	Description	Total Funds	Contributing
6	Support Staff for students	In order to provide academic intervention for all students, in addition to writing Individualized Learning Plans (MTSS) LFCS will provide counselors, advisors, and/or mental health professionals to help students meet their academic, emotional, mental and social goals.	\$156,619.00	No
7	Social emotional learning	Funds will be used to provide training and assistance to staff and students in the area of social emotional learning.	\$5,000.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
105%	1,406,053

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

General Explanation: We selected "all students" for each action as we provide services to students based on need not based on labels. For example, if a student is reading below grade level and is not labeled as EL, we still provide them reading intervention services. That is why the "Contributing" column is auto filled as "No." The actions listed in this LCAP are not exclusively for EL, foster youth, and low income students. This does not mean that these actions do not directly or indirectly benefit EL, foster youth, or low income students. These actions do intentionally benefit EL, foster youth, and low income students but these actions also benefit students with similar academic, social, emotional, and other needs as EL, foster youth, and low income students.

Goal 1: Action 1: EL, foster youth, and EL students disproportionately perform below grade level. Professional development in the areas of EL strategies, Visible Learning, and Brain Compatible Strategies will improve the efficacy of teacher instruction and support for EL, foster youth, EL and other general education students so that all students improve the academic achievement.

Goal 1: Action 2: Payment for the professional development described in Goal 1: Action 1 ensures the professional development occurs and the EL, foster youth, low income, and other general education students will improve their academic achievement due to the improved efficacy of their teachers.

Goal 1: Action 3: Covering expenses of IEP meetings ensures all SPED students, including SPED students who are classified as EL, foster youth, or low income, are receiving a free and appropriate education, including the services, supports, and accommodations listed on their IEP, so they can improve their academic achievement.

Goal 1: Action 4: The feedback process assesses the degree to which teachers are effectively delivering content based instruction to all students, including EL, foster youth, and low income students, so that all students improve their academic achievement. EL, foster youth, and low income students need effective content standard aligned curriculum and instruction to improve their academic achievement. This action helps hold teachers accountable for delivering such instruction.

Goal 1: Action 5: Expending funds on ELAPC testing and the EL support program helps identify EL students and determine and deliver the reading fluency, reading comprehension, and writing supports and interventions they need to improve their academic achievement. We do have students who are not EL who read and write below grade level so our reading and writing intervention program includes services to all students who need the reading fluency, reading comprehension, and writing supports and interventions for them to also improve their academic achievement.

Goal 1: Action 6: Expending funds for professional development for our language support staff helps ensure our reading fluency, reading comprehension, and writing intervention and support program best meets the needs of EL, foster youth, and low income students who disproportionately read and write below grade level but also meets the needs of other general education students who also read and write below grade level.

Goal 1: Action 7: Our ELL Coordinator provides some of the trainings teachers need to support their EL students read and write at grade level so EL students improve their academic achievement. The ELL Coordinator also conducts classroom observations to help ensure teachers are effectively instructing and assessing EL, foster youth, low income, and other general education students in reading and writing. Strategies for teaching reading and writing to EL students is also very effective in teaching reading and writing to students not classified as EL and helps all students improve the academic achievement.

Goal 2: Action 1: Our direct coaching program improves the efficacy of our teachers with the goal of closing the achievement gap of EL, foster youth, and low income students and ensuring all students meet or exceed state standards.

Goal 2: Action 2: We are investing in new science curriculum that is aligned to the NGSS and investing in exploratory social science curriculum that will better engage EL, foster youth, and low income students as well as all other general education students with the goal of closing the achievement gap of our EL, foster youth, and low income students and ensuring all students meet or exceed state standards.

Goal 2: Action 3: We are investing in wireless internet infrastructure and additional computers to better enable the school to deliver the CAASPP assessments so the school can measure the achievement of EL, foster youth, low income, and all other students. The improved wireless internet infrastructure and additional computers also better enables the school to deliver and analyze formative assessments such as AIMSweb to better enable staff to identify EL foster youth, low income, and all other students who are reading below grade level and performing mathematically below grade level so targeted interventions and supports can be provided or adjusted with the goal of closing the achievement gap of EL, foster youth, and low income students and ensure that all students are meeting or exceeding state standards.

Goal 2: Action 4: We are investing in updated technology such as Smartboards and online assessment programs such as Illuminate to enhance the delivery of instruction and the delivery and analysis of assessments. The visual instructional components enabled with the Smartboards helps visual learners such as EL students. Illuminate allows teachers to analyze assessment results to better align instruction to assessment results. The school is investing in software that will improve the ability of all students to conduct academic research using school computers. This helps low income students who may not have a computer at home or a reliable internet connection. The purpose of these technology investments is to help close the achievement gap of EL, foster youth, and low income students by making instruction more engaging, assessments more informative for adjusting instruction, and technology for academic research more accessible. These technology investments should also help all students meet or exceed state standards.

Goal 3: Action 1: Using funds to connect parents and students, including EL, foster youth, and low income students, to the school by way of various activities, and education and community building, to the school ensures that all parents are aware of the goings on of the school, therefore assuring all students are included and their needs are met.

Goal 3: Action 2: Hosting parent workshops and trainings assists parents, including parents of EL, foster youth, and low income students, in helping their student become successful in school by knowing how to help them with their academics from home, as well as enabling them with the tools to help students engage, in class and at home, with their education.

Goal 3: Action 3: Using funds to allow for translators to assist our parents of EL, foster youth, and low income students, if applicable, ensures the success of not only our parents, but our students. Students who have parents who understand what is happening in school can therefore assist them with school related items, and the school can help parents with the success of their student by knowing what their needs might be.

Goal 4: Action 1: Attendance is extremely important. All students, including EL, foster youth, and low income students, need to be in school to learn. By using funds to train staff, review implementation and develop policies and/ or strategies to increase student attendance, we are ensuring student success and increasing and/or sustaining attendance.

Goal 4: Action 2: We have worked hard to develop summer programs to meet the needs of all of our students, including EL, foster youth, and low income students. These funds are used for intervention programs to bring students up to or closer to grade level, our EL program is specifically designed to meet the needs of our EL students, The high school math program and credit recovery programs assist students at our high school, including EL, foster youth, and low income students. These funds are specifically used to aid the teachers in gaining the needed materials and curriculum to to assist all of these student groups.

Goal 4: Action 3: Covid-19 has caused us to really invest and grow our intervention programs, Through these programs, students, including EL, foster youth, and low income students, are assessed for academic, behavioral and/ or social intervention. Individualized Learning plans are then developed based on these assessments, and our students educational experience is that much more robust due to the individual care given to help them succeed.

Goal 4: Action 5: We invest in community based service projects and project based lessons to educate our students and also assist families in our community that are in need, including EL, foster youth, and low income students. This ensures student success by educating them in ways to participate in their community as well as receive from their community in times of need. All of our students, including EL, foster youth, and low income students, participate in projects and learning opportunities, both in our community at large, as well as our LFCS community.

Goal 4: Action 6: Providing support staff for students is an expense that is of utmost importance, especially since the Covid-19 pandemic started. These funds allow for academic intervention for all students, including EL, foster youth, and low income students. Additionally, Individualized Learning Plans are written for students found in need of such assistance. Programs provided for all students, including EL, foster youth, and low income students include counselors, advisors, and/ or mental health professionals to help students meet their academic, emotional, mental and social goals.

Goal 4: Action 7: Again, the Covid-19 pandemic has brought forth a greater need for social-emotional care for students, including EL, foster youth, and low income students. Using funds to train and assist staff and students in this area will help students to be successful and staff to be well trained and prepared to assist students successfully.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Due to the learning loss experienced from Covid-19, our intervention programs were increased to meet the needs of our English Learner and Low-income students. Our programs included targeted intervention for our English Language students, SPED and academy programs for our

4-12 grade students. These programs ranged from homework assistance and math intervention at our 4-8 grade campus, to writing intervention, reading fluency and comprehension and targeted math lab intervention at the high school level.

Total Expenditures Table

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$772,061.00	\$52,785.00	\$50,000.00	\$46,000.00	\$920,846.00

Totals:	Total Personnel	Total Non-personnel
Totals:	\$734,695.00	\$186,151.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	All	Types of Professional Development	\$25,765.00	\$4,844.00			\$30,609.00
1	2	All	Payment for Professional Development	\$25,765.00	\$4,844.00			\$30,609.00
1	3	All	IEP Funds	\$150,361.00	\$37,465.00			\$187,826.00
1	4	All	Feedback					
1	5	All	ELL Expenditures	\$55,333.00				\$55,333.00
1	6	All	LS and Intervention Professional Development	\$10,000.00				\$10,000.00
1	7	All	ELL Coordinator	\$40,000.00				\$40,000.00
2	1	All	Direct Coaching	\$30,800.00				\$30,800.00
2	2	All	Science Curriculum	\$5,000.00				\$5,000.00
2	3	All	Tech Support for CAASP	\$108,213.00			\$15,000.00	\$123,213.00
2	4	All	Tech Updates			\$50,000.00		\$50,000.00
3	1	All	Parent connection funds	\$500.00				\$500.00
3	2	All	Parent Workshop Funds	\$1,000.00				\$1,000.00
3	3	All	Translation Services	\$8,672.00				\$8,672.00
4	1	All	Attendance	\$64,033.00				\$64,033.00
4	2	All	Summer Intervention Programs				\$25,000.00	\$25,000.00
4	3	All	Streamlined intervention and testing		\$5,632.00			\$5,632.00
4	4	All	Celebration Assemblies				\$1,000.00	\$1,000.00
4	5	All	Service Projects	\$90,000.00				\$90,000.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
4	6	All	Support Staff for students	\$156,619.00				\$156,619.00
4	7	All	Social emotional learning				\$5,000.00	\$5,000.00

Contributing Expenditures Tables

Totals by Type	Total LCFF Funds	Total Funds
Total:	\$0.00	\$0.00
LEA-wide Total:	\$0.00	\$0.00
Limited Total:	\$0.00	\$0.00
Schoolwide Total:	\$0.00	\$0.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds

Annual Update Table Year 1 [2021-22]

Annual update of the 2021-22 goals will occur during the 2022-23 update cycle.

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures

Totals:	Planned Expenditure Total	Estimated Actual Total
Totals:		

Instructions

[Plan Summary](#)

[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (EC 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC 52064(b)(4-6)).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC 52064(b)(7)*).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Stakeholder Engagement

Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (EC 52064(e)(1)). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

Prompt 2: “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures

- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 .

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations, Title 5 [5 CCR] Section 15496(b)* in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC Section 306*, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the "Increased or Improved Services" section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

Percentage to Increase or Improve Services: Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students: Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school

climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55%: For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55%: For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40% or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

“A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.”

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All", or by entering a specific student group or groups.
- **Increased / Improved:** Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:

- **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools”. If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year”, or “2 Years”, or “6 Months”.
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
 - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
 - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.

Cover Sheet

2020-21 Unaudited Actuals Update and Approval

Section:	III. Chief Business Officer's Report
Item:	F. 2020-21 Unaudited Actuals Update and Approval
Purpose:	Vote
Submitted by:	
Related Material:	2020-21 LFCS Unaudited Actuals 9.15.21.xlsm 2020-21 LFCS Unaudited Actuals 9.29.21.xlsm 2020-21 LFCS Unaudited Actuals Audit Adjustment Docs.pdf

LITERACY FIRST CHARTER SCHOOL

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

	✓	<u>ALT Form</u>
June 30, 2020 annual financial alternative form net assets:	\$ 14,952,295	→ F.l.a.
Adjustments and reclassifications:		
Overstatement of cash	(913,572)	✓
Overstatement of capital assets	(3,504,530)	
Overstatement of long term debt	2,659,227	
Rounding	<u>2</u>	
Total adjustments and reclassifications	<u>(1,758,873)</u>	→ F.l.b.
June 30, 2020 audited financial statements net assets:	<u>\$ 13,193,422</u>	→ F.l.c.

①

Management's Responsibility for State Compliance

② BACK OUT DEPRECIATION FROM 9793. ✓

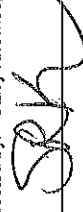
	C
	-C
5/11/21	372,500 +
6/30/20	323,840 +
Audit	26,380.7 -
Adj	<u>669,959.3M +</u>

→ Audit Adjustment JOURNAL ENTRIES

San Diego County Office of Education
JOURNAL ENTRY 1 To Make ALT Form "Work."
LFCs _____ School District 12

ATTENTION
ACCOUNTING SECTION
(Posting Document)

DOCUMENT #		JE	ACCOUNT NUMBER		DATE	DISTRICT NUMBER	REFERENCE				
FUND-SUB	RESRCE-SUB	GOAL	FUNCTION	OBJ-SUB	SCH	LOC	COST	P/L/R	DEBIT	CREDIT	
6209	00000000			9793000	000				1,758,873.00		Adj. & Recl. To Bal
6209	00000000			9340000	000					913,572.00	(See pg. 30 of 6/30/20 Auditor's Report)
6209	00000000			9420001	000					3,504,530.00	
6209	00000000			9661001	000				2,659,227.00		
6209	00000000			9201000	000				2.00		

Requested by: Stacy Knowles, Dist 012
Prepared By: 
Date: 09/28/21

COUNTY OFFICE USE ONLY
Input date: _____ Approved By: _____
Deputy Superintendent of Schools

ATTENTION
ACCOUNTING SECTION
(Posting Document)

San Diego County Office of Education
JOURNAL ENTRY

2

LFCS

School District

DOCUMENT # **JE** DATE **06-30-2021** DISTRICT NUMBER **12**

PAJ

ACCOUNT NUMBER		GOAL	FUNCTION	OBL-SUB	SCH	LOC	COST	PL-YR	DEBIT	CREDIT	REFERENCE
6209	0000000			9793000	000				593,019.00		Record 20/21 Depreciation Expense
6209	0000000			9435000	000					475,564.00	<i>JE# 455140</i>
6209	0000000			9445000	000					117,455.00	

Requested by: Stacy Knowles, Dist 012
SEN

Date: 09/14/21

Prepared By: *SEN*

Input date: _____ Approved By: _____
Deputy Superintendent of Schools

San Diego County Office of Education
JOURNAL ENTRY 3 *AVCIT ADJUSTMENT*

LFCS School District

DISTRICT NUMBER **12**

DATE **5-11-2021**

DOCUMENT # **JE**

ACCOUNT NUMBER		GOAL	FUNC-SUB	OBL-SUB	SCH	LOC	COST	P-LYR	DEBIT	CREDIT	REFERENCE
6209	0000000			9430000	000				8,154,926.00		Audit Adjustments 6/30/20, to be dated 5/11/21 <i>JE# 910671</i>
6209	0000000			9330017	000				167,357.00		Record New Bonds
6209	0000000			9668000	000				7,450,000.00		
6209	0000000			9669000	000				1,244,783.00		
6209	0000000			9135001	000				372,500.00		
6209	0000000			9668001	000				2,559,347.71		
6209	0000000			9669000	000				101,959.00		
6209	0000000			9330017	000				520,772.65		
6209	0000000			9668000	000				2,079.36		
6209	0000000			9668000	000				3,180,000.00		
6209	0000000			9793000	000				372,500.00		Reverse Je made for Reserve Fund
6209	0000000			9135001	000				372,500.00		
6209	0000000			9135000	000				26,380.70		Adjust Cash Bal to Correct Amt
6209	0000000			9791000	000				26,380.70		<i>This was corrected w/ JE# 6/30/21 (9/14/21)</i>
6209	0000000			9135000	000				191,902.60		Transfer Cash Amts to Correct Accounts
6209	0000000			9135001	000				191,902.60		
6209	0000000			9793000	000				323,840.00		Record Depreciation Expense
6209	0000000			9435000	000				207,726.00		
6209	0000000			9445000	000				116,114.00		
COUNTY OFFICE USE ONLY											

Date: 05/11/21

Input date: _____ Approved By: _____

Deputy Superintendent of Schools

Account	Description	Debit	Credit
5			
Record New Bonds			
9430	Buildings	8,154,926.00	0.00
9331 (9330-017)	Prepaid Costs-Amort	167,357.00	0.00
9668	Lease Revenue Bonds Payable	0.00	7,450,000.00
9669	Other General Long-Term Debt	0.00	1,244,783.00
9135-01	Project Fund Balance	372,500.00	0.00
9668-1	Proceeds/Main St Property	2,559,347.71	0.00
9669	Other General Long-Term Debt	101,959.00	0.00
9331 (9330-017)	Prepaid Costs-Amort	520,772.65	0.00
9668	Lease Revenue Bonds Payable	0.00	2,079.36
9668	Lease Revenue Bonds Payable	0.00	3,180,000.00
Total		11,876,862.36	11,876,862.36
6			
Reverse JE made for Reserve Fund			
9793	Audit Adjustments	372,500.00	0.00
9135-01	Project Fund Balance	0.00	372,500.00
Total		372,500.00	372,500.00
FS-01-05			
Adjust Cash balance to correct amount			
9135	Cash with a Fiscal Agent/Trust	26,380.70	0.00
9791	Fund Balance	0.00	26,380.70
Total		26,380.70	26,380.70
FS-01-05			
Transfer cash amounts to correct accounts			
9135	Cash with a Fiscal Agent/Trust	191,902.60	0.00
9135-01	Project Fund Balance	0.00	191,902.60
Total		191,902.60	191,902.60
FS-06-01			
Record depreciation expense			
9793	Audit Adjustments	323,840.00	0.00
9435	Accumulated Depreciation - Bui	0.00	207,726.00
9445	Accumulated Depreciation - Equ	0.00	116,114.00
Total		323,840.00	323,840.00

Cover Sheet

2021-22 Brown Act training report

Section: III. Chief Business Officer's Report
Item: G. 2021-22 Brown Act training report
Purpose: Discuss
Submitted by:
Related Material:
Webinar-Brown-Act-and-Conflicts-Training-Module-September-2021-Final.pdf



YOUNG, MINNEY & CORR, LLP
EXPERT CHARTER SCHOOL
LEGAL SERVICES

Brown Act and Conflicts of Interest

Presented by:

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YOUNG, MINNEY & CORR, LLP
SACRAMENTO ■ LOS ANGELES ■ SAN DIEGO ■ WALNUT CREEK

WWW.MYCHARTERLAW.COM

FIRM OVERVIEW

Young, Minney & Corr, LLP (YM&C) has been the leader in charter school law for over two decades, representing well over half of California's charter schools with offices in Sacramento, Los Angeles, San Diego, and Walnut Creek. The firm principals have been working with charter schools since the inception of California's Charter Schools Act in 1992.

We offer superior legal expertise, as well as the technical know-how, to allow you to effectively resolve your problems and meet all of your charter school needs.

The YM&C team of experts can assist charter schools in every aspect of charter school creation, expansion, and operation including:

- **Labor & Employment**
- **Student Rights & Discipline**
- **Special Education**
- **Board Governance**
- **Facilities**
- **Granting Agency Relations**
- **Charter Development & Renewal**
- **Charter Defense**
- **Insurance Defense**
- **Charter Litigation**
- **Independent Study**
- **Corporate Law**
- **Public Law**

We emphasize a preventative approach to the law, helping our clients anticipate legal difficulties, minimize exposure to legal claims and fees, and prevent operational challenges.

With our main office located in Sacramento, YM&C is also uniquely positioned to influence the public policy debate in California – helping shape the future of charter schools.

For more information on our team of expert attorneys and services, please visit www.mycharterlaw.com or call us at **916-646-1400**.

Sacramento Office: 655 University Avenue, Suite 150, Sacramento, CA 95825

Los Angeles Office: 5200 Lankershim Avenue, Suite 370, North Hollywood, CA 91601

San Diego Office: 591 Camino De La Reina, Suite 910, San Diego, CA 92106

Walnut Creek Office: 500 Ygnacio Valley Road, Suite 190, Walnut Creek, CA 94596



CHAMPIONS OF OUTSTANDING CHOICES IN
PUBLIC EDUCATION FOR ALL CHILDREN

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**Champions of Outstanding Choices in
Public Education for all Children**

Janelle A. Ruley

Partner

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Janelle Ruley has been an ardent charter rights advocate since 2007 and has assisted in the establishment or continued operation of hundreds of charter schools. Janelle's primary focus is on charter development, renewal and revocation defense. She has represented charter schools in numerous venues, including before administrative agencies, the courts, school districts, county boards of education, and the State Board of Education.

In her daily practice, Janelle regularly counsels clients regarding charter development, charter petition appeals, charter material revisions, drafting MOUs, negotiations with granting agencies, compliance with public transparency laws and related policy development, as well as Local Control Funding Formula/LCAP issues, student admissions, lottery requirements and a wide range of safe school issues.

Janelle is a frequent presenter at CCSA-sponsored events, as well as the annual APLUS+ Conference.

PRACTICE AREAS

Board Governance
Charter Development
Charter Defense
Independent Study
Public Law
Student Rights & Discipline

EDUCATION

- University of the Pacific, McGeorge School of Law (J.D.)
- Dartmouth College (B.A.)

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Wayne K. Strumpfer

Of Counsel

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Wayne brings a distinguished legal career in public service to Young, Minney & Corr, LLP ("YMC"), having served as the Executive Director of the California Fair Political Practices Commission ("FPPC"), a Deputy Attorney General specializing in public corruption at the California Department of Justice, the Commissioner of the California Department of Corporations, and, immediately prior to joining YMC, Wayne was Chief Counsel for the California State Auditor.

Wayne is also a seasoned appellate advocate having argued several cases before the California Courts of Appeal and in Federal District Court. Wayne also served as lead counsel in over 25 jury trials in Superior Court, including the prosecution of a sitting Municipal Court judge.

Wayne was also a member of the Governor's Cabinet while serving as the Executive Director at the Office of Criminal Justice Planning, and served as the Chief Counsel and Legislative Director at the Victim Compensation and Government Claims Board.

Wayne has specialized in conflict of interest and other transparency in government laws, employment law, and grand jury investigations regarding public corruption. He has advised California State Boards and Commissions regarding Open Meeting law, governance, ethics, and policy development. As Chief Counsel for the California State Auditor, Wayne provided legal and policy advice to the State Auditor, the Legislature, and audit staff. He also oversaw the investigations unit that reviewed Whistleblower Protection Act complaints and findings of improper governmental activities.

Wayne has been a guest lecturer at the U.C. Berkeley School of Law, Boalt Hall, and has assisted with the moot court and mock trial programs at U.C. Davis School of Law, King Hall. During the last three years, Wayne has also taught and coached High School Mock Trial.

PRACTICE AREAS

- Board Governance
- Charter Development
- Charter Defense

EDUCATION

- University of the Pacific, McGeorge School of Law (J.D.)
- California State University, Sacramento (B.A.)

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**BROWN ACT AND
CONFLICTS OF
INTEREST**

Presented by:
Janelle A. Ruley, Partner (jruley@mycharterlaw.com)
Wayne K. Strumpfer, Of Counsel (wstrumpfer@mycharterlaw.com)

THE CHARTER LAW FIRM

Disclaimer

- This webinar cannot substitute for personalized legal advice.
- Our advice is based upon the latest available guidance which is subject to change in this ever-evolving landscape.
- During the webinar and after we are happy to answer questions as time permits. Please use the question box.
- Sign up for our legal alerts on our website to receive updated information on the topics discussed today:
www.mycharterlaw.com.


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YM&C Firm Overview

- Partners have over 100 years of collective experience working with charter schools
- 34 attorneys working with charter schools throughout the state in all areas of charter school law (e.g., employment/labor, special education, nonprofits, litigation, audits, facilities, etc.)
- Represent more than a majority of California's charter schools
- Conduct workshops for charter schools in all areas of legal compliance

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Overview



Areas Covered:


- Extensive Brown Act training
- SB 126 (compliance with public laws and Board meeting rules), proposed AB 361 (teleconferencing rules), and AB 824 (student on Board) requirements
- Conflict of Interest rules and Form 700 filing rules

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Understanding the Brown Act

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Education Code 47604.1




Charter School Transparency Law Effective January 1, 2020

- Makes express law that charter schools must comply with Public Records Act, Brown Act, Political Reform Act, and Government Code 1090 being applicable to charter schools and entities managing/operating charter schools.

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Education Code 47604.1




Location for charter school board meetings:

- **Single charter school:** shall meet within the boundaries of the county in which the charter school is located.
- **Multiple charter schools in same county:** Meet within boundaries of county and a two-way teleconference location shall be established at each school site.
- **One nonclassroom-based** charter school that does not have a facility or operates one or more resource centers shall meet within the boundaries of the county in which the greatest number of pupils who are enrolled in that charter school reside.
- A two-way teleconference location shall be established at each resource center.

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Education Code 47604.1



- **Board that manages two or more charter schools that are not located in the same county** shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools reside.
- A two-way teleconference location shall be established at each school site and each resource center.
- The governing body of the entity managing the charter schools in multiple counties shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

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Education Code 47604.1



- Allows an employee of a charter school to be on the charter school board as long as they *abstain from voting on or influencing or attempting to influence another member of the governing body regarding, all matters uniquely affecting that member's employment.*
- But extreme caution required due to vague way that statutory language was crafted and the need to comply with other laws.


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Purpose of The Brown Act




What Is the Purpose of the Brown Act?

- ▶ To Foster Broad Public Access




"... The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created."

10




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Meetings




Brown Act Applies to Meetings of the Board

- ▶ Basic Definition




When any congregation of a majority of the members of the body meet to hear, discuss, deliberate, or take action on any item of Charter School business

11



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Meetings




Board Committees - Nearly all Committees Must Comply with the Brown Act

Exception

A Committee that is:


- ▶ Advisory (not decision making)
- ▶ Composed of only Board members
- ▶ Less than a quorum of the Board
- ▶ Must not be a standing committee

12



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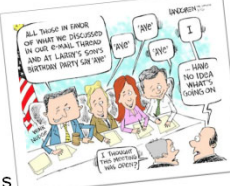
Meetings



Serial Meetings

Serial Meetings Are Prohibited


- ▶ Majority of Board members
- ▶ Engaging in a series of communications
- ▶ Outside Board meeting
- ▶ Through direct communications or intermediaries or technology
- ▶ To discuss, deliberate, or take action on any item of business (including relaying comments or position of other Board members)



13

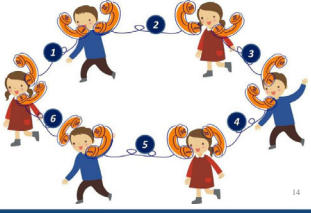
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Meetings



Serial Meetings


- ▶ Hub or Chain
- ▶ Technology may result in meetings at times you might not expect
 - ☐ E-mails
 - ☐ Text messages
 - ☐ Social media
 - ☐ Website postings
 - ☐ Online forums
 - ☐ Telephone calls
 - ☐ Faxes



14

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Meetings



Serial Meetings

Limit on One-Way Communications

While an employee or official may engage in separate conversations or communications with other members of the Board in order to answer questions or provide information regarding a matter of Charter School business, that person may not communicate to members of the Board the comments or position of any other member or members of the Board.

15

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Meetings

Teleconference Meetings

Six Additional Requirements:

1. Agenda must be posted at all teleconference locations.
2. Each teleconference location must be identified in the notice and agenda of the meeting.




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Meetings

Teleconference Meetings (cont'd)

3. All votes taken must be by roll call.
4. Each teleconference location must be accessible to the public. (ADA-compliance required.)
5. Members of the public must be able to hear and must have the right to address the Board directly from each teleconference location.
6. A quorum of the Board must participate from within the Charter School's "jurisdiction."




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Governor's Executive Order and SB 361


A charter school board may hold teleconference meetings without adhering to all the requirements of the Brown Act. Executive Order N-29-20 allows the following flexibility in teleconference meetings:

- ▶ The agenda does not need to provide notice of each teleconference location nor do agendas need to be posted at each location;
- ▶ A quorum of board members need not be located in the Charter School jurisdiction; and
- ▶ Governing board members may participate in a teleconference meeting from places that are not publicly accessible.




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Governor's Executive Order 


The charter school board may take advantage of this additional flexibility in teleconference meetings so long as the school complies with the following:


- ▶ The public has access via internet and/or telephone to the Board meeting and can provide public comment in some electronic form.
- ▶ The charter school uses its sound discretion and makes reasonable efforts to adhere, as closely as possible, to the other provisions of the Brown Act in order to maximize transparency and provide public access.

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SB 361- Proposed Law (Emergency Legislation) 


If there is a state of emergency proclaimed by the Governor, the same suspension of teleconferencing rules apply IF either state or local officials have imposed or recommended measures to promote social distancing or by Board vote finding imminent risk to health or safety of attendees.

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SB 361- Proposed Law (Emergency Legislation) 

Additional requirements beyond the Executive Order:

1. Board must provide means of how public comment will be available (internet/by phone);
2. If a technical disruption occurs, no action can be taken;
3. No early requirement for public comment – must allow for "real time" comments during full public comment period;
4. Board must make a finding every 30 days.

 21
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SB 361 Board Finding



The Board Finding must state that:

- The Board has reconsidered the circumstances of the State of Emergency; and
- The State of Emergency continues to directly impact the ability of members to meet safely in person
And/or
- State or local officials continue to impose or recommend measures to promote social distancing.

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Notice Requirements

directors;
 stewardship, he
integrity
 noun 1. adheren
 principles; sou

Notice and Agendas

General Rule: The agenda shall be posted properly in advance of a meeting and must include a brief description of items to be transacted or discussed.


With a few exceptions, if an item is not on the agenda, the Board cannot discuss it.



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Notice Requirements

directors;
 stewardship, he
integrity
 noun 1. adheren
 principles; sou



Contents

- ▶ Brief description = usually not more than 20 words
- ▶ How to request disability-related accommodation
- ▶ Location for inspection of docs distributed to Board

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Notice Requirements

When?

- ▶ Regular meetings – 72 hours notice
- ▶ Special meetings – 24 hours notice
- ▶ Emergency meetings – 1 hour notice (rare)

Where to Post?


- ▶ Physically at a publicly accessible location within the jurisdiction during the entire posting period
- ▶ On the website – homepage with a prominent, direct link

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Rights of the Public

Rights to Enable Access and Participation

- ▶ Give oral testimony at meeting
 - ☞ Time limits
 - ☞ Addressing disruptive speakers
- ▶ Virtual meetings and best practices (stay in control of your meeting!)
- ▶ Audio record and broadcast



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Rights of the Public

Rights to Enable Access and Participation (cont.)

- ▶ Limitations on conditions of public attendance
- ▶ Non-discriminatory facilities (reasonable accommodations under ADA)
- ▶ Copies of agendas and other public writings

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Closed Sessions



What Are the Permissible Closed Sessions?

- ▶ Pending/Anticipated Litigation (conference with legal counsel)
- ▶ Personnel (appointment, employment, evaluation, discipline, dismissal)


EF Caveat: 24-hour written notice to employee is required if Board will hear complaints and/or charges



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Closed Sessions



What Are the Permissible Closed Sessions?


(cont.)

- ▶ Conference with Real Estate Negotiator
- ▶ Conference with Labor Negotiator
- ▶ Public Security
- ▶ Pupil Discipline (Education Code)

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Closed Session



Requirements

- ▶ Use "Safe Harbor" agenda language (GC 54954.5)
- ▶ Prior to Closed Session:
 - EF* Board Must Make a Public Announcement of Reasons for Closed Session Prior to Closed Session
- ▶ Public Must Have an Opportunity to Comment
- ▶ After Closed Session:
 - EF* Board Must Make a Public Report of Action Taken in Closed Session and Vote or Abstention of Every Board Member
- ▶ Attendance only for necessary personnel
- ▶ Confidentiality is required

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Executive Compensation

directorship, he
 stewardship, he
integrity
 noun 1. adheren
 principles; sou


Executive Compensation

- ▶ Approval of CEO/Executive Director's compensation must occur at a regular (not special) meeting
 - ▶ Govt. Code 54953: Prior to final action, Board must orally report a summary of the recommendation for final action, including the salary, salary schedule, and fringe benefits, during the open meeting where final action will be taken.
 - ▶ Final action in open session





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Student Board Members




AB 824 Creates Education Code Section 47604.2

- Charter School Board managing:
 - A charter school attended by high school students
 - Multiple charter schools including a charter school attended by high school students
- Pupil Petition including signatures of either (a) at least 500 high school students, or (b) at least 10% of regularly enrolled high school students.
- Upon receipt of the petition, the Board, beginning July 1, 2023, will include at least one student Board member voted in by the student body for a one-year term.
- "Preferential voting rights" – "Formal expression of opinion" before Board vote and recorded in minutes; but not counted and no involvement in closed session items. Student Board members receive open session materials.


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Enforcement




Complaints and Challenges

Notice of Concern

- ▶ Often brought by Charter Authorizer
- ▶ Short turnaround to respond
- ▶ Seek advice from legal counsel on response

Notice and Demand for Cure or Cease and Desist

- ▶ Can be brought by DA or member of the public
- ▶ Board must cure/respond within 30 days
- ▶ Seek advice from legal counsel on response


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Understanding Conflict of Interest Laws

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Conflicts of Interest

Broad Definition

- ▶ A *conflict of interest* arises when an individual who has a private financial interest in the outcome of a corporate contract or a public decision, participates in the decision-making process or influences or attempts to influence others making the contract or decision.
- ▶ In short, a conflict of interest is a clash between an individual's duty to his or her office and his or her personal interests.

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Financial Interests



Common Types of Financial Interests Regulated by Conflict Laws

- ▶ Ownership or investment in business entity
- ▶ Investment in real property
- ▶ Source of income
- ▶ Source of gifts
- ▶ Effect on personal finances

Financial interests of immediate family members of Board Members and employees typically are covered.


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**Government Code
Section 1090**


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**Government Code
Section 1090**




Elements

1. Public official (officer, board member, or employee)
2. Making a public contract (for sale or purchase)
3. Public official has a financial interest in the contract




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**Government Code
Section 1090**



What you need to know about Section 1090

- ▶ If board member has financial interest, the entire board is prohibited from entering into the contract; *even if it is with the best vendor at the best price and the interested board member abstains.* (Unless an exception applies.)
- ▶ Making a public contract is defined very broadly! Applies to earliest discussions, planning, solicitation for bids, etc., not just vote.
- ▶ Thus, this statute is, in most respects, the toughest standard to meet.
- ▶ Violation of GC 1090 is a felony and the contract void!



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Political Reform Act

integrity
noun 1. adherence
principles; sou

DECISIONS

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Political Reform Act

Big Picture

1. Public official
2. Participating in or attempting to influence a governmental decision
3. Public official has qualifying financial interest (*Includes spouse and children*)
4. Financial interest is material

The Official Must Recuse Him or Herself from All Parts of the Decision-Making Process

FP Lots of very detailed regulations have also been adopted by FPPC.

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COI Code


Conflict of Interest Code

- States who must file the Form 700
- Assigns disclosure categories

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Form 700



Form 700

- ▶ Statement of Economic Interests
- ▶ When it must be filed:
 - ▶ Assuming or reappointment to office or position (within 30 days)
 - ▶ Once annually (by April 1st)
 - ▶ Leaving office or position (within 30 days)
- ▶ Penalties for failure to file:
 - ▶ Criminal charges by Atty General or District Atty for deliberate failure to file
 - ▶ Civil or administrative action by FPPC or private citizen

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Political Reform Act




“Financial Interest” for Form 700

- ▶ Investment in business entity of \$2,000 or more
- ▶ Real property investment of \$2,000 or more
- ▶ Income of \$500 or more
- ▶ Business position in entity
- ▶ Gift of \$50 or more




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Form 700




Check the Conflict-of-Interest Code to Determine What You Must Report (Board members: broad disclosure).

- ▶ Typically, All Financial Interests
 - ☞ Not Your Residence
 - ☞ Not Income from a Public Agency
 - ☞ Half of Your Spouse’s Income
 - ☞ Financial Interest within Your Jurisdiction
 - ▶ Property – within 2 miles of jurisdiction
 - ▶ Investments/Business in jurisdiction
 - ▶ Gifts – all gifts inside or outside of jurisdiction



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Form 700



Gifts

- ▶ General rule is that you cannot accept more than \$500 from one source in a calendar year.
- ▶ General rule is that gifts worth more than \$50 must be reported (one gift or aggregate gifts from same source in a calendar year).


1. Many exceptions to both general rules, the most common being:

- ☞ Special Occasions – Birthdays, Holidays:
 - ▲ Can be gifts from anyone (other than lobbyists) if the gift giving and taking is proportional.

2. Inheritance

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Form 700



Gift (cont.)

3. Family Members:

- ☞ Spouse (or former spouse), child, parent, grandparent, great grandparent, grandchild, brother, sister, current or former parent-in-law, brother-in-law, sister-in-law, aunt, great aunt, uncle, great uncle, niece, great niece, nephew, great nephew, first cousin, or first cousin once removed, or the spouse of any such person. (other than a lobbyist)

4. "BFF's"- Long-term friendships:

- ☞ Friends for a "period of time" and gift giving and taking must be proportional. (other than a lobbyist)

5. Dating – "bona fide" relationship (other than a lobbyist)

- ☞ Returning or Donating Gifts vs. Reporting

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Common Law on Conflicts-of-Interest



Prohibition Against Conflicts of Interest

- ▶ Public official engaging in transaction or influencing decision.
- ▶ Creating an appearance of impropriety (financial interest not necessarily required)

Doctrine of Incompatible Offices

- ▶ Public official holding two public offices simultaneously
- ▶ Offices are incompatible with each other (creating divided loyalties); overlapping jurisdictions

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QUESTIONS AND RESPONSES

THANKS FOR ATTENDING TODAY!

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Cover Sheet

Updated 2021-22 LFCS Independent Study Board Policies

Section: III. Chief Business Officer's Report
Item: I. Updated 2021-22 LFCS Independent Study Board Policies
Purpose: Vote
Submitted by:
Related Material: 2021-22 LFCS Independent Study Board Policy.docx

2021-22 LFCS Independent Study Board Policies

These policies apply to all pupils participating in independent study at **Literacy First Charter Schools Freedom Academy** (the “School”).

Each student’s independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.

For students in all programs of independent study, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be as follows:

- For pupils in kindergarten and grades one through three, **no more than 25 days.**
- For pupils in grades four through eight, **no more than 25 days.**
- For students in grades nine through twelve, **no more than 25 days.**

When special or extenuating circumstances justify a longer time for individual students, the director or their designee may approve a period not to exceed **40 days.**

Missed Assignments and Level of Satisfactory Progress: When any student fails to complete **3 missed assignments** during any period of 20 days or fails to make satisfactory progress as defined below, the school will conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study or to return to the regular school program. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil's permanent record and treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

Satisfactory educational progress shall be based on all of the following indicators, as applicable:

- Pupil achievement and engagement, as measured by all of the following, as applicable:
 - Statewide assessments that are part of the California Assessment of Student Performance and Progress.
 - Schoolwide Aimsweb scores which measure student achievement and progress in both Language Arts and Math. Aimsweb is a national normed progress monitoring tool.
 - The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California.
 - The English learner reclassification rate.

- Pupil engagement, as measured by all of the following, as applicable:

- School attendance rates
- Chronic absenteeism rates
- The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- Learning requirement concepts, as determined by the supervising teacher.
- Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
- Parent and/or student engagement in teacher communication through email, phone, text or in person meetings.

Academic Content: Independent study shall include the provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

Tiered Reengagement: For all pupils who are not generating attendance for more than three schooldays or 60 percent of the instructional days in a school week, or who are in violation of their written agreement, the school shall have procedures including the following reengagement strategies:

- Verifying current contact information for the pupil,
- Notifying parents or guardians of lack of participation within one school day of the absence or lack of participation.
- Conduct a pupil-parent-educator conference to discuss and determine the pupil's academic, health and social emotional needs, and develop a personal plan for the pupil's success and reengagement. The school will connect the parent and pupil with health and social services, or additional resources as necessary.
- Every 20 days, a pupil-parent-educator conference, as defined below, is required to review the pupil's written agreement, reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the school's policies regarding the maximum amount of time allowed between the assignment and completion of pupil's assigned work, satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in independent study,

For the purposes of this policy, "pupil-parent-educator conference" means a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.

Opportunities for Live Interaction and Synchronous Instruction: The School shall provide opportunities for live interaction and synchronous instruction starting on the 15th day of a student's independent study program as follows for all pupils engaged in independent study:

- For pupils in transitional kindergarten through grades 1 to 3 inclusive, the School shall plan to provide opportunities for daily synchronous instruction through an online platform, for all pupils throughout the year,
- For pupils in grades 4 to 8 inclusive, the School shall plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction through an online platform, for all pupils throughout the year,
- For pupils in grades 9-12 who fall under an independent study contract due to quarantine or other short term absences, the school will provide opportunities for weekly synchronous instruction through an online platform.

For the purposes of this policy, “live interaction” means interaction between the pupil and certificated or non-certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to wellness checks, progress monitoring, provision of services, and instruction. This live interaction may take place in-person, or in the form of internet or telephonic communication.

For the purposes of this policy, “synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher of record and the pupil.

The school will record the attendance of students to the synchronous instruction described above and contact parents within one school day of the recording of a student’s non-participation. Non-participation in synchronous will trigger tier reengagement strategies and actions.

Return to In-Person Instruction: For former LFCS brick and mortar pupils whose families wish to return to in-person instruction from independent study, the School shall allow the student to return expeditiously, and in no case later than five instructional days.

For all non LFCS brick and mortar students, the school will notify the student’s district of residence no less than five instructional days to recommend enrollment in their local brick and mortar program.

Written Master Agreements: (5 C.C.R. § 11702) A current written agreement for each independent study pupil shall be maintained on file for each participating student. Each agreement shall be signed, dated, and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement. The independent study agreement for a student will require and cover a study plan that represents the same amount of study that would be required of a student in the classroom and be equitable to the School curriculum and course of study of students participating in the regular classroom setting.

Agreement Content: Each independent study written agreement shall contain at least all of the following provisions:

- The ***manner, time, frequency, and place*** for submitting a pupil's assignments, for reporting the pupil’s academic progress, and for communicating with a pupil’s parent or guardian regarding academic progress.

- The *objectives and methods of study* for the pupil's work, and the methods used to evaluate that work.
- The *specific resources*, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access for all pupils to the connectivity and devices adequate to participate in the academic program and complete assigned work.
- A statement of the policies adopted regarding the *maximum length of time allowed between the assignment and the completion of a pupil's assigned work*, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study. The level of satisfactory educational progress and missed assignments shall conform to the requirements specified above in this policy.
- The *duration of the independent study agreement*, including the beginning and ending dates for participating in independent study, recognizing that no independent study agreement shall be valid for any period longer than one school year.
- A statement of measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas such as English learners, individuals with exceptional needs as needed to be consistent with the student's individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care, pupils experiencing homelessness, and pupils requiring mental health supports.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate.

Written agreements shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent/guardian/caregiver if the pupil is less than 18 years of age, the certificated employee designated as responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. Written agreements may be maintained electronically along with and may include subsidiary agreements, such as course contracts and assignment and work records. Written agreements may be signed using electronic signatures that comply with applicable state and federal standards and are intended by the signatory to have the same effect as a handwritten signature.

Before signing a written agreement pursuant to this section, and upon the request of the parent or guardian of a pupil, the School shall conduct a phone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the pupil, parent or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

For the 2021-22 school year only, written agreements may be completed and signed as provided above no later than 30 days after the first day a pupil commences independent study.

Adopted:

Amended:

Cover Sheet

Representation Agreement for temporary LCHS site search

Section:	III. Chief Business Officer's Report
Item:	K. Representation Agreement for temporary LCHS site search
Purpose:	Vote
Submitted by:	
Related Material:	Literacy 1st-Rep. Agreement-Draft.pdf



EXCLUSIVE RIGHT TO REPRESENT BUYER/LESSEE FOR PURCHASE OR LEASE OF REAL PROPERTY

(Non-Residential/Allows for Dual Agency)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 **Parties:** This agency Agreement ("**Agreement**"), dated for reference purposes only as of September 29, 2021, is made by and between Literacy First Charter Schools ("**Buyer/Lessee**"), whose address is 1012 E. Bradley Ave., El Cajon, CA 92020, telephone number (619) 596-5905, Fax No. ----, and Commercial Properties Group ("**Agent**"), whose address is 2295 Fletcher Pkwy, #200, El Cajon, CA 92020, telephone number 619.462.4500, Fax No. ----.

1.2 **Requirements:** Buyer/Lessee intends to purchase or lease, preferably purchase lease, a property having the following characteristics: as determined by Lessee

General location: Within the Grossmont Unified High School District Boundaries

Approximate building size: as determined by Lessee

Approximate land size: as determined by Lessee

Other: Temporary High School Campus ("**Requirements**").

1.3 **Term of Agreement:** The term of this Agreement commences on October 1, 2021, and, unless extended, expires at 5:00 p.m. on March 31, 2022 ("**Term**"). (See Paragraph 3)

1.4 **Transaction:** Agent shall use reasonably diligent efforts to find a property which meets the Requirements for Buyer/Lessee to purchase or lease (a "**Transaction**"). However, Buyer/Lessee is under no obligation to consummate any such Transaction.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Buyer/Lessee hereby employs Agent as Buyer/Lessee's sole and exclusive agent to represent Buyer/Lessee in the Transaction and to find a property meeting the Requirements. Agent shall use reasonably diligent efforts to find and submit properties for Buyer/Lessee's consideration. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Buyer/Lessee. Buyer/Lessee shall promptly disclose and refer to Agent all written or oral inquiries or contacts it receives from any source regarding a possible Transaction.

2.2 Buyer/Lessee authorizes Agent to:

- (a) Solicit information on listed and unlisted properties ("Property" or "Properties") on Buyer/Lessee's behalf;
- (b) Submit and obtain responses to requests for proposals from third parties;
- (c) At Buyer/Lessee's direction, submit offers and deposits on Buyer/Lessee's behalf; and
- (d) Transmit information concerning Buyer/Lessee's Requirements to other brokers, owners of potentially suitable property, governmental agencies, municipalities, and to participants in THE MULTIPLE of AIR CRE ("**MULTIPLE**" and "**AIR**") and/or any other appropriate local commercial multiple listing service.

Buyer/Lessee shall identify to Agent as "confidential" any communications or information provided to Agent that Buyer/Lessee considers confidential and desires not to be disclosed by Agent. All other communication and information provided by Buyer/Lessee may be disclosed by Agent as Agent may deem appropriate or necessary. In the event Agent acts as a dual Agent, the terms of Paragraph 2.5 shall be applicable.

- (e) Agent is not, however, authorized to, in any way, bind Buyer/Lessee to buy or lease a particular property.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors.

2.4 Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other Real Estate Brokers (the "**Cooperating Brokers**"). If a Cooperating Broker represents the owner of a property, then Agent shall act as agent for Buyer/Lessee only, the Cooperating Broker shall act as Agent for the property owner only, and the Cooperating Broker shall not be Buyer/Lessee's agent. A Cooperating Broker shall not be an agent of Buyer/Lessee or a subagent of Agent.

2.5 IF AGENT ALREADY HAS, OR SUBSEQUENTLY OBTAINS, WRITTEN CONSENT TO DUAL AGENCY FROM THE OWNER OF A PROPERTY WHICH BECOMES THE SUBJECT OF A TRANSACTION, AGENT SHALL NOTIFY BUYER/LESSEE IN WRITING OF SUCH DUAL AGENCY AND OF SUCH OWNER'S CONSENT. BUYER/LESSEE AGREES TO CONSENT IN WRITING TO SUCH DUAL AGENCY AT THE TIME OF SUCH NOTIFICATION. IN SUCH A DUAL AGENCY SITUATION, THE AGENT HAS THE FOLLOWING AFFIRMATIVE OBLIGATIONS TO BOTH THE OWNER AND BUYER/LESSEE: A) A FIDUCIARY DUTY OF UTMOST CARE, INTEGRITY, HONESTY AND LOYALTY IN THE DEALINGS WITH BOTH OWNER AND BUYER/LESSEE, AND B) OTHER DUTIES INCLUDING:

- (1) DILIGENT EXERCISE OF REASONABLE SKILL AND CARE IN PERFORMANCE OF THE AGENT'S DUTIES;
- (2) A DUTY OF HONEST AND FAIR DEALING AND GOOD FAITH;
- (3) A DUTY TO DISCLOSE ALL FACTS KNOWN TO THE AGENT MATERIALLY AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY THAT ARE NOT KNOWN TO, OR WITHIN THE DILIGENT ATTENTION AND OBSERVATION OF, THE PARTIES.

AN AGENT IS NOT OBLIGATED TO REVEAL TO EITHER PARTY ANY CONFIDENTIAL INFORMATION OBTAINED FROM THE OTHER PARTY WHICH DOES NOT INVOLVE THE AFFIRMATIVE DUTIES SET FORTH ABOVE. AS SUCH, THE AGENT MAY NOT, WITHOUT THE EXPRESS PERMISSION OF THE RESPECTIVE PARTY, REVEAL THAT OWNER WILL ACCEPT A PRICE/RENTAL RATE THAT IS LESS THAN ADVERTISED OR THAT BUYER/LESSEE WILL PAY A GREATER PRICE/RENTAL RATE THAN THE PRICE/RENTAL RATE THAT IS OFFERED. THE ABOVE DUTIES OF THE AGENT IN A DUAL AGENCY SITUATION DO NOT RELIEVE THE PARTIES FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. BUYER/LESSEE AND OWNER SHOULD CAREFULLY READ ALL AGREEMENTS TO ASSURE THAT THEY ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION. BUYER/LESSEE IS ADVISED TO CONSULT COMPETENT PROFESSIONALS IF LEGAL, FINANCIAL OR TAX ADVICE IS DESIRED.

I HAVE READ AND UNDERSTAND THE PRECEDING PARAGRAPH AND AGREE TO CONSENT TO SUCH DUAL AGENCY AS DESCRIBED IN THIS PARAGRAPH 2.5.

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Buyer/Lessee's Initials

2.6 Buyer/Lessee understands that Agent may also represent lessors/sellers and other buyers/lessees with regard to competing properties of interest to this Buyer/Lessee.

3. EXTENSION OF TERM.

3.1 If the Transaction includes the purchase of a property, and it is not consummated for any reason after Buyer/Lessee's offer to purchase the Property ("**Sale Agreement**") is accepted, then the expiration date of the Term of this Agreement shall be extended by the number of days between the date Buyer/Lessee executed the Sale Agreement and the date the Sale Agreement is terminated or the date that title to the Property is transferred to Buyer; provided, however, unless otherwise agreed to in writing, the Term shall not be extended beyond one year from the date the Term would have otherwise expired.

3.2 If the Transaction is a lease, and it is not consummated for any reason after Buyer/Lessee's offer to lease the Property is accepted ("**Accepted Offer to Lease**"), then the expiration date of the Term of this Agreement shall be extended by the number of days between the date Buyer/Lessee executed the Lease and the date on which the Accepted Offer to Lease is terminated or the date Owner is able to give Lessee occupancy of the Property, whichever generates the longer extension; provided, however, unless otherwise agreed to in writing, the Term shall not be extended beyond one year from the date the Term would have otherwise expired.

4. COMPENSATION.

4.1 Agent shall be entitled to be paid a commission in the amount of as negotiated with Lessor in accordance with the commission schedule attached hereto ("**Agreed Commission**") if a Transaction is consummated by Buyer/Lessee or by anyone having an ownership interest in Buyer/Lessee, eg. a shareholder. Said Agreed Commission is payable without regard to whether the Transaction is consummated as a result of the efforts of the Agent, owner, lessor, Buyer/Lessee, or any other person or entity. Agent shall endeavor to have the owner/lessor of the property which is the subject of the Transaction ("**Owner**") pay the commission owed to Agent for the Transaction. Agent may elect, at Agent's sole discretion, to accept Owner's standard commission schedule in lieu of the Agreed Commission. Buyer/Lessee hereby agrees to use its best efforts to support and assist Agent in collecting such brokerage commission from Owner.

4.2 ~~In the event Owner or Owner's agent insists on a commission amount or commission terms less than or materially less favorable than the Agreed Commission, Agent shall have the right, in its sole discretion, to refuse acceptance of the reduced amount or less favorable terms. In such event, Buyer/Lessee hereby agrees to:~~

- ~~(a) Refuse further consideration of the subject Property for a period of one year after expiration of the Term of this Agreement; or~~
- ~~(b) Compensate Agent directly for the difference in the commission amount (and/or indemnify Agent from less favorable terms) offered by Owner and the Agreed Commission.~~

5. ALTERNATIVE TRANSACTION. If the Transaction changes to any other transaction, including, but not limited to an exchange, option to buy, right of first refusal, ground lease, sublease or assignment of lease (collectively, an "**Alternative Transaction**"), the Agent shall automatically be Buyer/Lessee's sole and exclusive Agent for such Alternative Transaction and represent Buyer/Lessee in such Alternative Transaction under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is consummated, then Agent shall be entitled to a commission for the Alternative Transaction in accordance with Paragraph 4 of this Agreement.

6. EXCLUDED AND REGISTERED PROPERTIES.

6.1 Buyer/Lessee shall, within 5 business days after the date hereof, provide Agent with a written list of Property addresses setting forth those Properties registered with Buyer/Lessee by any other broker under any prior agreement of any kind ("**Excluded Properties**"). Buyer/Lessee's written list shall also specify the type of transaction associated with the Excluded Properties ("**Excluded Transaction**"). Agent may, within 3 business days of receiving such written list, either (a) accept the Excluded Properties or Excluded Transactions, (b) cancel this Agreement, or (c) renegotiate this portion of the Agreement with the Buyer/Lessee. Once accepted by Agent, the written list shall automatically become an exhibit to this Agreement and attached hereto. If Buyer/Lessee timely provides Agent with a complete list of the Excluded Properties and a complete list of the Excluded Transactions and Agent accepts such written list pursuant to this Paragraph 6.1(a), then Agent shall not be entitled to a commission with respect to the consummation of an Excluded Transaction. If the specified information concerning Excluded Properties and Transactions is not provided as set forth herein then it shall be conclusively deemed that there are no Excluded Properties or Excluded Transactions.

6.2 Within 5 business days after the expiration of the Term, Agent shall provide Buyer/Lessee with a written list of the Properties Agent either directly, or through another broker, negotiated on Buyer/Lessee's behalf during the Term hereof ("**Registered Property Listing**"). The Registered Property Listing shall specify the nature of each consummated or non-consummated Transaction. Those Properties which Buyer/Lessee or Agent, during the Term hereof, submitted written offers, requests for proposals or letters of intent on behalf of Buyer/Lessee shall automatically be deemed, without further action by Agent, a part of the Registered Property Listing. Agent's failure to timely notify Buyer/Lessee of the existence of any other Properties shall mean that such other Properties shall not be included in the Registered Properties Listing.

6.3 If, within 180 days after the expiration of the Term, Buyer/Lessee enters into a contract for a Property specified on the Registered Property Listing, then Agent shall, upon consummation of such transaction, be entitled to a commission for such transaction in accordance with Paragraph 4 of this Agreement.

6.4 If, within 180 days after the expiration of the Term, Buyer/Lessee enters into another agreement, whether or not exclusive, with a broker other than Agent for a Transaction or an Alternative Transaction concerning Property specified on the Registered Property Listing, then Buyer/Lessee shall provide to Buyer/Lessee's new broker the addresses of the Properties specified on the Registered Property Listing, and specify, in writing, that the new broker shall not be entitled to receive any compensation payable to Agent hereunder for the consummation of any Transaction or Alternative Transaction specified in the Registered Property Listing.

6.5 If Buyer/Lessee is involved in active good faith negotiations or maintains continued interest in any Property specified in the Registered Property Listing beyond the time periods provided in this Paragraph 6, then the time periods set forth herein shall be automatically extended so long as negotiations or interest continues. If Buyer/Lessee notifies the Agent in writing and in good faith that such negotiations or interest is terminated, then such notice shall terminate the extension of the time period.

7. BUYER/LESSEE'S REPRESENTATIONS. Buyer/Lessee represents and warrants that:

- (a) Each person executing this Agreement on behalf of Buyer/Lessee has the full right, power and authority to execute this Agreement on behalf of Buyer/Lessee; and
- (b) Buyer/Lessee has neither been deemed nor is it the subject of an actual or pending bankruptcy, insolvency, probate or conservatorship proceeding.

8. BUYER/LESSEE'S ACKNOWLEDGEMENTS. Except to the extent arising from Agent's gross negligence or willful misconduct, or Agent's failure to disclose or

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perform its obligations under applicable law, Agent shall not be liable to Buyer/Lessee for any (a) claims for personal injury, property damage, or loss in value of the Property arising from or related to the physical condition of the Property, including, without limitation, any soils, structural, or design problems; (b) claims or action arising from or due to any inaccuracy in information known or unknown by the seller or lessor of the Property, or furnished or unfurnished by said seller or lessor; (c) agreement entered into by Buyer/Lessee with respect to the Property and/or addenda thereto; (d) dispute or action concerning or arising from Buyer/Lessee's decision to consummate or not consummate a Transaction or Alternative Transaction; (e) claims, disputes or actions or services including, but not limited to, the inspection, financing, purchase or lease of the Property; and (f) any responsibility for the completion of repairs to the Property, including but not limited to, structural pest control work. Buyer/Lessee acknowledges that Buyer/Lessee has been advised by Agent to consult and retain experts to advise and represent it concerning the legal, financial and tax effects of this Agreement and the effect of consummating a Transaction or Alternative Transaction, as well as the condition of the Property and/or the legality of the Property uses, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Buyer/Lessee and Agent. Buyer/Lessee further acknowledges that in determining the financial soundness of any prospective Property, Transaction or Alternative Transaction, Buyer/Lessee will rely solely upon Buyer/Lessee's own investigation, notwithstanding Agent's assistance in gathering such information.

9. MISCELLANEOUS.

9.1 This Agreement shall not be construed for or against Buyer/Lessee or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

9.2 All payments by Buyer/Lessee to Agent shall be made in lawful United States currency. If Buyer/Lessee fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

9.3 In the event of litigation or arbitration between Buyer/Lessee and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorneys' fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees awarded shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all reasonably incurred attorneys' fees.

9.4 In the event of a sublease, all terms relating to lessee shall be deemed to include sublessee and all terms relating to lessor shall be deemed to include sublessor and shall also include master lessor.

9.5 Except as may be caused by Agent's grossly negligent acts or omissions, Agent shall not be liable for any loss, damage, or injury to the person or property of Buyer/Lessee or Buyer/Lessee's employees or business partners during the Agent's transportation of such individuals to any property or to any meeting or while Agent is showing any property or site whatsoever.

9.6 Buyer/Lessee agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

10. ARBITRATION OF DISPUTES.

10.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: THE AMERICAN ARBITRATION ASSOCIATION OR _____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW AND THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT, AND ANY AMENDMENTS THERETO. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED AS IS AUTHORIZED UNDER THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR.

10.2 NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW. YOU ARE GIVING UP RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE RESOLVED IN A COURT OF LAW. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

10.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer/Lessee's Initials

Agent's Initials

10.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 10.3.

11. Additional Provisions: Additional provisions regarding this Agreement may be set forth on the following blank lines or in an addendum (if there are no additional provisions, write "NONE", if an addendum is attached, check this box): **NONE.**

12. Disclosures Regarding The Nature of a Real Estate Agency Relationship. When entering into an agreement with a real estate agent a Buyer/Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Buyer/Lessee's Agent.* A Buyer/Lessee's agent may act as an agent for the Buyer/Lessee only. A Buyer/Lessee's agent or subagent has the following affirmative obligations: To the Buyer/Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. To a potential seller/lessor and the Buyer/Lessee: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the

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affirmative duties set forth above.

(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Buyer/Lessee as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Buyer/Lessee will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Buyer/Lessee from the responsibility to protect its own interests. Buyer/Lessee should carefully read all agreements to assure that they adequately express its understanding of the transaction.

BUYER/LESSEE

Date: _____

Literacy First Charter Schools

By: _____

Name Printed: Steve Robinson
Title: Chief Business Officer

AGENT

Date: _____

Commercial Properties Group

By: _____

Name Printed: Kerry A. Schimpf/Jodi V. Meade
Title: Broker
Broker DRE License #: 01950061
Agent DRE License #: 00955075
Address: 2295 Fletcher Pkwy, #200, El Cajon, CA
Phone: 619.920.0311
Fax: _____
Email: kerry@cpqsd.com

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Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

2020-21 LFCS Unaudited Actuals 9.15.21.xlsm

2020-21 LFCS Unaudited Actuals 9.29.21.xlsm