



Navigator Schools

NS Board Meeting

Date and Time

Monday October 19, 2020 at 6:00 PM PDT

Location

Zoom

This meeting will take place via teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board of Directors and employees of Navigator Schools shall meet via Zoom. Members of the public who wish to access this board meeting may do so online at <https://zoom.us/join> or via telephone by calling Zoom phone numbers: (669) 900-6833 or (646) 876-9923. The meeting ID is: **965 2135 3551**. The meeting password is: **401416**.

Members of the public attending online who wish to comment during the board meeting will use the online “raise hand” tool in Zoom when the chairperson elicits public comments. Members of the public planning to attend by phone are requested to confirm their intent to comment up to one hour prior to the meeting by calling (831) 217-4894.

Individual comments will be limited to three minutes. If an interpreter is needed, comments will be translated into English and the time limit shall be six minutes. At its discretion, the board may limit the total time allotted to public comments and set new time limits for individual comments. The board reserves the right to mute and remove a participant from the meeting if the participant unreasonably disrupts the meeting.

Requests for disability-related modifications or accommodations to participate in this public meeting should be made twenty-four hours prior to the meeting by calling (831) 217-4894. All efforts will be made for reasonable accommodations. The agenda and public documents will be modified upon request as required by Section 202 of the Americans with Disabilities Act.

Agenda

	Purpose	Presenter	Time
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I. Opening Items 6:00 PM

Opening Items

- | | | | |
|-----------|--|----------------------------------|-----|
| A. | Record Attendance and Guests | John Flaherty | 1 m |
| | The chairperson will take attendance via roll call. | | |
| B. | Call the Meeting to Order | John Flaherty | 1 m |
| C. | Public Comments | John Flaherty | 4 m |
| | The board will receive public comments regarding non-agenda items, if any, following expectations and time limits reviewed by the chairperson. | | |
| D. | Approve Minutes from Special Board Meeting | Approve Minutes
John Flaherty | 1 m |
| | Approve minutes for NS Special Board Meeting on September 17, 2020 | | |
| E. | Approve Minutes from Regular Board Meeting | Approve Minutes
John Flaherty | 1 m |
| | Approve minutes for NS Board Meeting on August 25, 2020 | | |

II. Committee Updates 6:08 PM

Committee Chairs will provide updates on recent board committee activities.

- | | | | | |
|-----------|----------------------------|-----|------------------------|-----|
| A. | Academic Success Committee | FYI | Caitrin Wright | 3 m |
| B. | Finance Committee | FYI | Victor Paredes-Colonia | 3 m |
| C. | Governance Committee | FYI | John Flaherty | 3 m |

III. Topical Items 6:17 PM

- | | | | | |
|-----------|---|---------|------------|------|
| A. | Distance Learning and School Site Operations Update | Discuss | Kevin Sved | 10 m |
| | K. Sved will provide updates on distance learning and school site operations. | | | |
| B. | Stage III Reopening | Vote | Kevin Sved | 15 m |

	Purpose	Presenter	Time	
The board will consider voting on a recommendation to reopen for Stage III in-person instruction no earlier than January 11, 2021.				
C.	407 Main Street Project Update	Discuss	Kevin Sved	15 m
K. Sved will provide an update on the 407 Main Street Project, including recent Watsonville City Planning Commission approval of a special use permit.				
IV.	Consent Agenda			6:57 PM
A.	Consent Agenda	Vote	John Flaherty	2 m
The board will vote on the approval of the consent agenda, including: Revised Audit Engagement Letter and audit delay; Watsonville Prep School Expansion Funding Application; Proposition 39 Application Authorization; and Special Education Local Plan Area (SELPA) Approval (Local Plan Section B, Certification 5 and Participation Agreement).				
V.	Closed Session			6:59 PM
A.	Announcement of Reasons for Closed Session	FYI	John Flaherty	1 m
B.	Vote to Enter Closed Session	Vote	John Flaherty	2 m
The board will vote to enter closed session via roll call.				
C.	Closed Session	FYI	John Flaherty	55 m
The board will meet in closed session for approximately fifty-five minutes. During closed session the board will discuss				
1. Anticipated litigation, Gov't Code Section 54956.9(d)(2)				
2. Negotiations for real property at 407 Main Street, Watsonville, CA				
D.	Announcement of Actions Taken During Closed Session	FYI	John Flaherty	2 m
The board chair will announce actions taken during closed session, if any.				
VI.	Closing Items			7:59 PM
A.	Adjourn Meeting	Vote	John Flaherty	2 m
Board members will vote to adjourn the meeting via roll call.				

Coversheet

Approve Minutes from Special Board Meeting

Section:	I. Opening Items
Item:	D. Approve Minutes from Special Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for NS Special Board Meeting on September 17, 2020

APPROVED



Navigator Schools

Minutes

NS Special Board Meeting

Date and Time

Thursday September 17, 2020 at 2:00 PM

Location

Zoom

This meeting will take place via teleconference pursuant to Executive Orders N-25-20 and N-29-20.

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efforts will be made for reasonable accommodations. The agenda and public documents will be modified upon request as required by Section 202 of the Americans with Disabilities Act.

Directors Present

Caitrin Wright, Ian Connell, JP Anderson, John Flaherty, Nora Crivello, Victor Paredes-Colonia

Directors Absent

Fiaau Ohmann

Guests Present

Sean Martin (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

John Flaherty called a meeting of the board of directors of Navigator Schools to order on Thursday Sep 17, 2020 at 2:03 PM.

C. Public Comments

There were no public comments.

II. Topical Items

A. School Launch Update

K. Sved provided a brief overview of the topic. K. Carr reviewed survey results and key insights, new school schedules, and next steps to plan a return to on-site learning. The board asked questions about the topic relating to students, families, and staff.

B. Learning Continuity Plan

A. Ortiz reviewed recent changes to the plan. Board members asked questions, confirming that Navigator is meeting state requirements for hours and days of instruction. K. Sved thanked A. Ortiz for shepherding the development of the plan.

Nora Crivello made a motion to approve the LCP.

Caitrin Wright seconded the motion.

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

Roll Call

Caitrin Wright	Aye
Fiaau Ohmann	Absent
Nora Crivello	Aye

Roll Call

John Flaherty	Aye
Victor Paredes-Colonia	Aye
Ian Connell	Aye
JP Anderson	Aye

III. Closed Session

A. Announcement of Reasons for Closed Session

B. Vote to Enter Closed Session

Caitrin Wright made a motion to enter closed session.

JP Anderson seconded the motion.

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

Roll Call

John Flaherty	Aye
Ian Connell	Aye
Caitrin Wright	Aye
JP Anderson	Aye
Victor Paredes-Colonia	Aye
Fiaau Ohmann	Absent
Nora Crivello	Aye

C. Closed Session

D. Announcement of Actions Taken During Closed Session

J. Flaherty announced that board members approved the formation of an ad hoc committee to address the topic of anticipated litigation discussed during closed session.

IV. Closing Items

A. Adjourn Meeting

Caitrin Wright made a motion to adjourn the meeting.

JP Anderson seconded the motion.

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

Roll Call

Fiaau Ohmann	Absent
JP Anderson	Aye
John Flaherty	Aye
Nora Crivello	Aye
Ian Connell	Aye
Caitrin Wright	Aye
Victor Paredes-Colonia	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:12 PM.

Respectfully Submitted,
Sean Martin

Documents used during the meeting

- 1. Learning Continuity Plan Memo.pdf
- 2. GPS Learning Continuity 2020-21.pdf
- 3. HPS Learning Continuity 2020-21.pdf
- 4. WPS Learning Continuity 2020-21.pdf

Coversheet

Approve Minutes from Regular Board Meeting

Section:	I. Opening Items
Item:	E. Approve Minutes from Regular Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for NS Board Meeting on August 25, 2020

APPROVED



Navigator Schools

Minutes

NS Board Meeting

Date and Time

Tuesday August 25, 2020 at 6:00 PM

Location

Zoom Meeting ID: 988 5314 5190

Zoom Password: 310918

Zoom via Telephone: (669) 900-6833

This meeting will take place via teleconference pursuant to Executive Orders N-25-20 and N-29-20.

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Directors Present

Caitrin Wright (remote), Ian Connell (remote), JP Anderson (remote), John Flaherty (remote), Nora Crivello (remote), Victor Paredes-Colonia (remote)

Directors Absent

Fiaau Ohmann

Directors who arrived after the meeting opened

Caitrin Wright

Guests Present

Sean Martin (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

John Flaherty called a meeting of the board of directors of Navigator Schools to order on Tuesday Aug 25, 2020 at 6:02 PM.

C. Public Comments

There was one public comment. A parent spoke on the topic of school schedules.

D. Approve Minutes from Previous Meetings

I. Connell made a motion to approve all of the previous minutes (items D-G) in a single vote. The vote passed unanimously. Minutes are still listed separately per Board On Track formatting.

Ian Connell made a motion to approve the minutes from Special Board Meeting on 07-30-20.

JP Anderson seconded the motion.

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

Roll Call

JP Anderson	Aye
Caitrin Wright	Absent
Victor Paredes-Colonia	Aye
Fiaau Ohmann	Absent
Nora Crivello	Aye
John Flaherty	Aye
Ian Connell	Aye

E. Minutes for Approval: 07-16-2020

Ian Connell made a motion to approve the minutes from Special Board Meeting on 07-16-20.

JP Anderson seconded the motion.

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

F. Minutes for Approval: 06-30-2020

Ian Connell made a motion to approve the minutes from Special Board Meeting on 06-30-20.

JP Anderson seconded the motion.

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

G. Minutes for Approval: 06-16-2020

Ian Connell made a motion to approve the minutes from Board Meeting on 06-16-20.

JP Anderson seconded the motion.

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

II. School Year Updates

A. Start of School Year Update

K. Sved thanked all staff members for their contributions toward successfully opening Navigator Schools for the 2020-21 school year. K. Carr reviewed important activities accompanying the opening of schools, including professional development and parent orientations. She also presented and celebrated high attendance rates. K. Sved described increased focus on social-emotional learning (SEL), including new SEL surveys and survey results. Board members asked questions and praised the staff for its accomplishments.

Caitrin Wright arrived.

B. Reopening Planning Process

K. Sved reviewed a high-level student re-entry (physical return to school) plan, placing special consideration on the factor of student density. He outlined the phases of the plan and described a potential decision-making process, including board roles and actions.

He provided updates on all school-site counties and the state waiver application process. Current child care programs were described, as were recently updated California public health guidelines and considerations for moving from a virtual to a hybrid learning model. Board members asked clarifying questions and highlighted important considerations and strategies, including the potential role of a medical advisor.

III. Committee Reports and Related Actions

A. Governance Committee Report

J. Flaherty reviewed recent committee activities, including board member recruitment efforts.

B. Approve Board Member Annual Agreement

K. Sved elicited questions pertaining to the document, and J. Flaherty listed recent and potential additions to the document.

Caitrin Wright made a motion to approve the agreement.

Victor Paredes-Colonia seconded the motion.

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

Roll Call

Fiaau Ohmann	Absent
John Flaherty	Aye
Nora Crivello	Aye
JP Anderson	Aye
Victor Paredes-Colonia	Aye
Ian Connell	Aye
Caitrin Wright	Aye

C. Approve 2020-21 Board Goals

JP Anderson made a motion to approve the 2020-21 Board Goals.

Caitrin Wright seconded the motion.

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

Roll Call

Victor Paredes-Colonia	Aye
Caitrin Wright	Aye
Ian Connell	Aye
JP Anderson	Aye
Nora Crivello	Aye
John Flaherty	Aye
Fiaau Ohmann	Absent

D. Approve Conflict of Interest Policy

S. Martin provided a brief overview of the policy.

Caitrin Wright made a motion to approve the policy.

Nora Crivello seconded the motion.

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

Roll Call

JP Anderson	Aye
Fiaau Ohmann	Absent
Caitrin Wright	Aye
John Flaherty	Aye
Nora Crivello	Aye
Ian Connell	Aye
Victor Paredes-Colonia	Aye

E. Finance Committee Report

V. Paredes summarized key topics of the committee's last meeting. He praised the contributions of K. Sved, CEO, and A. Ortiz, Director of Business and Finance. Members asked questions concerning budgeting, auditing, and the Paycheck Protection Program (PPP).

IV. Topical Items

A. Learning Continuity and Attendance Plan: Public Hearing

A. Ortiz explained the plan and its genesis. She explained related timelines and required board actions.

B. Schedule Special Board Meeting

Members chose Thursday, September 17, 2020, from 2:00 PM to 3:00 PM for the next special board meeting.

C. Spring Survey Results

K. Carr presented recent family and staff survey information and elicited board feedback.
C. Wright offered congratulations on the high percentage of positive ratings.

D. Watsonville Prep School Facilities

K. Sved provided an update on long-term facilities for Watsonville Prep School, including the status of application materials and timelines for upcoming city planning meetings. He outlined next steps for the board, financial development, and the potential submission of a Letter of Intent for 407 Main Street.

V. Closed Session

A. Announcement of Reasons for Closed Session

The board chair announced reasons for the closed session, as noted on the meeting agenda.

B. Vote to Enter Closed Session

Nora Crivello made a motion to enter closed session.

Caitrin Wright seconded the motion.

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

Roll Call

Nora Crivello	Aye
John Flaherty	Aye
JP Anderson	Aye
Victor Paredes-Colonia	Aye
Fiaau Ohmann	Absent
Caitrin Wright	Aye
Ian Connell	Aye

C. Closed Session

D. Vote to Return to Open Session

The vote to return to open session was unanimous.

E. Announcement of Actions Taken During Closed Session

The chair announced that a vote would be taken concerning the 407 Main Street Project.

Caitrin Wright made a motion to approve the CEO proceeding with a Letter of Intent for 407 Main Street that would extend for 120 days.

Ian Connell seconded the motion.

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

Roll Call

Fiaau Ohmann	Absent
Nora Crivello	Aye
Victor Paredes-Colonia	Aye
Caitrin Wright	Aye
JP Anderson	Aye
Ian Connell	Aye
John Flaherty	Aye

VI. Consent Agenda

A. Approve the Consent Agenda

Caitrin Wright made a motion to approve the agenda.

Ian Connell seconded the motion.

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

Roll Call

Caitrin Wright	Aye
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Roll Call

Nora Crivello	Aye
JP Anderson	Aye
John Flaherty	Aye
Fiaau Ohmann	Absent
Ian Connell	Aye

VII. Closing Items

A. Adjourn Meeting

Nora Crivello made a motion to adjourn.

Caitrin Wright seconded the motion.

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

Roll Call

Victor Paredes-Colonia	Aye
JP Anderson	Aye
Fiaau Ohmann	Absent
Nora Crivello	Aye
John Flaherty	Aye
Ian Connell	Aye
Caitrin Wright	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:06 PM.

Respectfully Submitted,
Sean Martin

Documents used during the meeting

- 2020_08_11 Gov Comm Minutes Draft.pdf
- Annual Agreement and Memo.pdf
- 2020-21 Proposed Board Goals.pdf
- Conflict of Interest Memo and Code.pdf
- 2020_08_14 Fin Comm Minutes Draft.pdf
- Financials June 30 2020.pdf
- Learning Continuity Memo and Plan.pdf
- Organizational Health Update.pdf
- WPS Facilities Memo.pdf
- Consent Agenda Docs and Memos 08-25-2020.pdf

Coversheet

Academic Success Committee

Section:	II. Committee Updates
Item:	A. Academic Success Committee
Purpose:	FYI
Submitted by:	
Related Material:	2020_09_02 ASC Minutes.pdf

DRAFT



Navigator Schools

Minutes

Academic Success Committee

Date and Time

Wednesday September 2, 2020 at 3:30 PM

Location

Zoom Meeting ID: 962 5790 9955

Zoom Passcode: 526570

Zoom via Phone: (669) 900-6833

Zoom Sign In: <https://zoom.us/join>

This meeting will be held in compliance with modified Brown Act requirements as outlined in Executive Order [N-25-20](#).

Committee Members Present

C. Wright (remote), I. Connell (remote), J. Anderson (remote), J. Dent (remote)

Committee Members Absent

None

Guests Present

C. Toriumi (remote), M. Alatorre Alnas (remote), S. Martin (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

C. Wright called a meeting of the Academic Success Committee of Navigator Schools to order on Wednesday Sep 2, 2020 @ 3:35 PM.

II. Academic

A. Outcomes for 2020-21

J. Dent reviewed the current state of Navigator Schools in regard to the recent start of the new school year. He outlined the current school schedule and provided reasons for considering modifications to the schedule to optimize teaching, learning, and the overall experience of families. He provided an analysis of related survey results and discussed connections to social and emotional learning (SEL). Members provided feedback on and support for the schedule modifications.

J. Dent highlighted potential key outcomes for organizational performance traditionally utilized at Navigator Schools. The committee discussed the impact of current conditions (distance learning, COVID-19) on performance measures, timelines, and expectations, as well as additional data points (a staff wellness measure, for example). C. Wright expressed interest in student group data. J. Dent reviewed the progress of NWEA MAP administration.

B. NS Model Dissemination

C. Toriumi provided an overview of partnerships and the excellent reviews received after recent training activities. She provided examples of topics covered, including leadership meeting practice, school communications, and tracking teacher and leader proficiencies. Members discussed strategies for tracking partner success, including (as suggested by J. Anderson) tracking rate of improvement over a period of time.

C. Coaching Model and Data Tracking

S. Martin presented a prototype coaching data dashboard via Tableau Online. On a related note, J. Anderson praised the leadership M. Corral, the new principal of Gilroy Prep School.

D. Social Emotional Learning (SEL) Data

This item was not formally discussed. The topic of SEL was incorporated into the discussion accompanying Item A.

III. Closing Items

A. Schedule Meetings for 2020-21

The committee scheduled its next meeting for October 28, 2020, from 3:30 PM to 4:30 PM.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:35 PM.

Respectfully Submitted,
S. Martin

Coversheet

Governance Committee

Section:	II. Committee Updates
Item:	C. Governance Committee
Purpose:	FYI
Submitted by:	
Related Material:	2020_09_24 Gov Comm Minutes.pdf

DRAFT



Navigator Schools

Minutes

Governance Committee Meeting

Date and Time

Thursday September 24, 2020 at 2:00 PM

Location

Zoom

This meeting will be held in compliance with modified Brown Act requirements as outlined in Executive Order [N-25-20](#).

Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests to Sean Martin, Executive Assistant to the CEO. Contact: (831) 217-4894 smartin@navigatorschools.org

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Committee Members Present

C. Wright (remote), J. Anderson (remote), J. Flaherty (remote)

Committee Members Absent

None

Guests Present

K. Sved (remote), S. Martin (remote)

I. Opening Items**A. Record Attendance and Guests****B. Call the Meeting to Order**

J. Flaherty called a meeting of the Governance Committee of Navigator Schools to order on Thursday Sep 24, 2020 @ 2:04 PM.

C. Approve Minutes

J. Anderson made a motion to approve the minutes from Governance Committee Meeting on 08-11-20.

C. Wright seconded the motion.

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

Roll Call

K. Sved Abstain

J. Anderson Aye

C. Wright Aye

J. Flaherty Aye

S. Martin Abstain

II. Topical Items

A. Board Training

Committee members discussed needs, priorities, scope, sources, formats, venues, and cycles for board trainings. Members identified next steps. S. Martin will develop a list of upcoming events that feature training opportunities related to charter school issues.

B. Board Member Recruitment Updates

Committee members enumerated recent, individual activities related to board member recruitment and reviewed next steps.

III. Closing Items

A. Adjourn Meeting

J. Anderson made a motion to adjourn.

C. Wright seconded the motion.

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

Roll Call

J. Flaherty Aye

C. Wright Aye

K. Sved Abstain

S. Martin Abstain

J. Anderson Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:54 PM.

Respectfully Submitted,

S. Martin

Coversheet

Distance Learning and School Site Operations Update

Section:	III. Topical Items
Item:	A. Distance Learning and School Site Operations Update
Purpose:	Discuss
Submitted by:	
Related Material:	DL and Site Operations Update.pdf



Date: October 16, 2020

To: Board of Directors

From: Kevin Sved, CEO

Subject: Site Operations and Distance Learning Update

The focus of this update is to report on the On Site Distance Learning program that was launched on October 5, 2020. We opened on-site distance learning support services for students with the most acute needs at all three school sites. This collaborative effort included overall leadership by Sharon Waller, Director of Student Services; coordination led by Jessie Cornia, Multi-Tiered System of Support (MTSS) Coordinator; significant support from Kirsten Carr, Director of Engagement and Partnerships; on-site leadership provided by our principals and vice principals; safety protocols training provided by Benjamin Moeller, Director of ITOM; and the daily on-site efforts of newly hired and trained On-Site Distance Learning (OSDL) Facilitators.

In addition to small numbers of students in the Student Services caseload, there are currently 35 students participating in OSDL across the three sites. The number of students being served through OSDL will grow to full capacity of 28 students per site, with small numbers of students being added each week. The students were invited to participate after being recommended by the MTSS team based on a variety of criteria, including but not limited to access to the internet, home situations conducive to learning, and behavioral support needs.

The Onsite Facilitators (OSF) participated in safety and classroom management training, both virtually and in person. In conjunction with yard duty and student services staff members, they follow protocols and procedures to run safe and productive learning environments for our students. The significant efforts to launch OSDL will pay handsome dividends as we expand services to a larger number of students as the virus risks decrease.

While this update focused on the launch of OSDL, it is important to share that we continue to strengthen overall distance learning efforts. Key areas of focus for improving our distance learning program include: building on strengthened implementation of social emotional learning supports; improving attendance, participation, and engagement; and modifying instructional coaching with virtual classroom walkthroughs to respond to the challenges of distance learning. We look forward to sharing additional information on this progress with the Academic Success Committee and at the subsequent Board meeting.

Coversheet

Stage III Reopening

Section:	III. Topical Items
Item:	B. Stage III Reopening
Purpose:	Vote
Submitted by:	
Related Material:	Reopening Recommendation.pdf



Date: October 16, 2020

To: Board of Directors

From: Kevin Sved, CEO

Subject: Recommendation to Reopen No Earlier than January 11, 2021

Summary

Health conditions in Santa Clara County and Santa Cruz County allow for in-person instruction. San Benito County entered the Substantial (Red) Tier on October 14, allowing in-person instruction beginning October 28 if the current tier is sustained. Despite this opportunity, the health risks associated with reopening are significant. The impact of travel and family gatherings during the holidays and increased indoor activities associated with colder weather will impact viral spread. If the Board were to hypothetically decide to open as soon as possible, due to the required three to four weeks necessary to reopen for in-person instruction, coupled with the holiday schedule, we would only be able to have approximately two weeks of instruction before Thanksgiving and two weeks between Thanksgiving and the winter vacation. Much of that time would be focused on training students for classroom routines and procedures and new Covid-related safety protocols. The heavy lift for mobilizing the school community and the related disruption it would cause to the effective delivery of distance learning would not provide an overall benefit to our students.

The earliest viable on-site opening is January 11, 2021. The Board deciding this matter on October 19 will provide staff, students, and parents a level of certainty that will assist them in preparing for the remainder of the calendar year. It is recommended that the Board consider reopening for either Phase III (some grade levels) or Phase IV (hybrid) in-person instruction on January 11, 2021 during its meeting on December 8, 2020.

Background

During the August 25, 2020 Board Meeting, we discussed the various stages of on-site operations ranging from full virtual learning to a full return to school. These levels were based on varying degrees of capacity, as the lower the percentage of students, the lower the risk of viral spread. The stages were summarized as follows:

- Phase I: Virtual Only
- Phase II: Max 15% density -- Supplemental On-Site Learning
- Phase III: Max 25% (K-1 or K-2 possibly)
- Phase IV: Max 50% (hybrid K-5 or K-8)
- Phase V: Full in-person

Currently, the three schools are in phase II.

Additionally, the Board discussed the following as factors to be considered in moving from one phase to another:

1. Health and safety guidelines training and coherence
2. County approval based on COVID case metrics
3. Parent, student, and teacher satisfaction with virtual offering
4. Success of virtual offering in reaching academic outcomes
5. Preferences of families, students, and staff
6. Actions of local districts
7. Alignment on health policies and a plan for all relevant staff to be trained
8. Natural transition points in the school calendar

Current Community Status

At this time, the status in each of the counties and school districts where our schools are located is as follows:

	Tier and Time Period	Local District
San Benito	Substantial Tier (Red) as of 10/14	Hollister SD will not reopen before January 3
Santa Clara	Moderate Tier (Orange) as of 10/14	Gilroy USD will not reopen before January 2021
Santa Cruz	Substantial Tier (Red) as of 9/8	Pajaro Valley has not declared but highly unlikely to reopen in 2020-21

While Santa Clara is orange, cases within Gilroy's zip code are among the highest within Santa Clara County.

Timeline Considerations When Changing Phases

When considering moving from one stage to another, it is suggested that we decide at least three to four weeks in advance as many cascading actions need to be completed, including:

- advance notification of families to plan for safe return to school, including coordinating transportation and childcare schedules, particularly if school is not back in full session for all students
- advance notification for staff to return to on-site reporting, many of whom will have to arrange for childcare or adult care. Some staff will also have to determine whether returning is safe based on their personal risk profile; they may instead opt for leave which can result in the need for additional hiring and training
- lead time to plan for training of staff to adhere to necessary safety protocols

It is important to note that the level of effort to mobilize a return from one stage to another will be significant, and will pose significant disruption to the distance learning that is currently in place.

Rationale for Not Returning Prior to January

Based on the need for a minimum of three to four weeks lead time, a decision made during the board meeting to return to school, while not recommended due to the uncertainty of the associated risks, would place reopening two weeks before the Thanksgiving break. Due to the likelihood of increased spread during the holidays when families gather and travel, it would not be advisable to return to school immediately after a break without some period for testing protocols to be implemented.

Providing an additional week break from on-site instruction following Thanksgiving vacation would leave yet again only two weeks of on-site operation before the winter break. Therefore, while it can be argued the two weeks of on-site instruction prior to Thanksgiving and two weeks before winter break could be meaningful educational experiences for children and provide a great opportunity to test a Phase III or IV implementation, the disruptions to the existing program and the related consequences of the mobilization effort outweigh the positives, particularly considering much of the instructional time will need to be devoted to establishing routines and training students on safety procedures. When factoring in the added health risks associated with virus spread and related impact on staff morale, planning for an opening prior to the new year is not advised.

Rationale for Reopening No Earlier than January 11

Students are scheduled to return from winter break on January 7, 2021 with staff returning for professional development on January 5, 2021. Providing a week for training and Covid testing of staff would be necessary in advance of opening. In order to open during the week of January 11, it would be important for the Board to make that decision during the Board meeting on December 8, pending the status of the virus in the relevant counties during the week of January 4th. The Board deciding this matter on October 19 will provide staff, students, and parents a level of certainty that will assist them in preparing for the remainder of the calendar year.

Recommendation

It is recommended that the Board determine that reopening of school at Stage III or greater will not occur prior to January 11, 2021.

Coversheet

407 Main Street Project Update

Section:	III. Topical Items
Item:	C. 407 Main Street Project Update
Purpose:	Discuss
Submitted by:	
Related Material:	407 Main St Project Update.pdf



Date: October 16, 2020

To: Board of Directors

From: Kevin Sved, CEO

Subject: 407 Main Street Project Update

The 407 Main Street Project passed an important hurdle last week when the Watsonville Planning Commission approved the Special Use Permit. There is a 14-day appeal period that expires on October 21. Assuming no appeals are filed, the Special Use Permit will be final. If an appeal is filed, then the matter will be considered by the City Council.

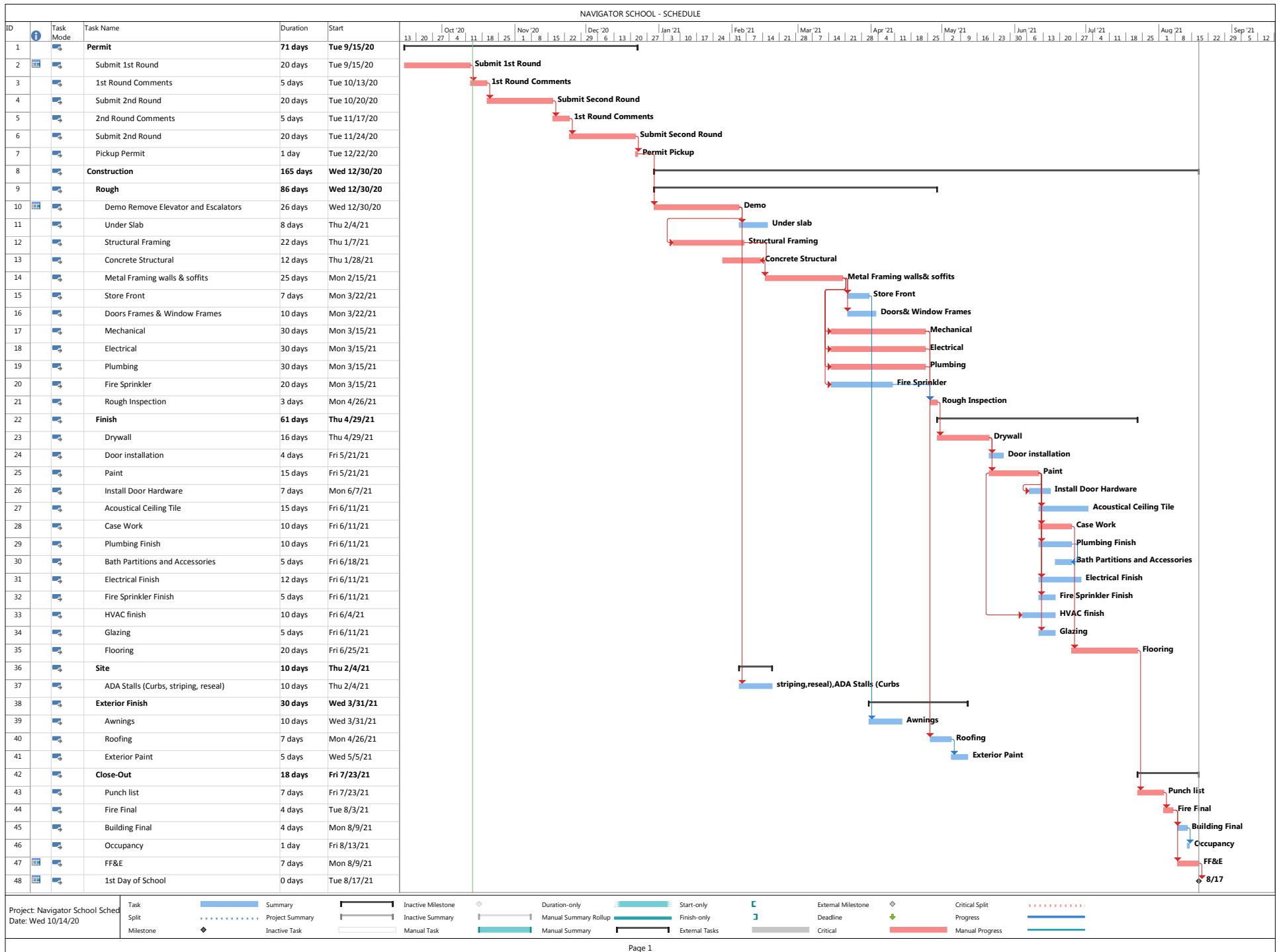
In order to begin construction on the project, many steps must be completed, including the following:

1. Watsonville Building Department approves construction documents and issues a building permit
2. General Contractor, Swenson Builders, finalizes bidding processes and proposes a contract with a Guaranteed Maximum Price (GMP)
3. Navigator secures financing option(s)
4. Owner (Hansen Family Trust) agrees to terms of a ground lease
5. Navigator Board creates an affiliated 501(c)(3) and a subordinate LLC entity as tenant for ground lease, which help ensure maximum rent reimbursement allowable under SB740 and help protect Navigator Schools
6. Navigator Schools Board of Directors reviews total project costs and related risks and considers approval of ground lease, financing terms, and contractor contract

In order to help prepare the Navigator Schools Board of Directors in making the decisions associated with the steps outlined above, further information will be provided over the next few weeks, and a special board meeting may be scheduled.

At this time, the financing, lease, and construction deals in development are based on an August 2021 opening. The attached project schedule developed by Swenson Builders demonstrates the detailed work to be completed by the various trades in order for this to be realized.

Attachment: 407 Main Street Project Schedule



Coversheet

Consent Agenda

Section:	IV. Consent Agenda
Item:	A. Consent Agenda
Purpose:	Vote
Submitted by:	
Related Material:	Growth Funding Application 2020-21 .pdf Prop 39 Memo Info Resolution.pdf SELPA Memo and Docs.pdf Audit Letter and Deadline Adjustment Memo and Doc.pdf



Date: October 12, 2020
To: Navigator Schools Board
From: Ami Ortiz, Director of Business & Finance
Subject: 2020-21 SB820 Growth Funding Application

Background

One of the stipulations of the 2020-21 budget was to hold apportioning funding for the upcoming school year based on the local educational agency's (LEA) average daily attendance (ADA) as of Feb. 29, 2020. This meant the funding was to be frozen, regardless of whether the student(s) remains at that school, or whether total enrollment at the school declines or increases.

Education Code (EC) Section 43505(b)(1)(A), as amended by Senate Bill 820, Chapter 110, Statutes of 2020, provides eligible local LEAs the opportunity to apply for funding based on projected growth in either enrollment or ADA for the 2020-21 fiscal year.

While this does not apply to Gilroy Prep or Hollister Prep, it does apply to Watsonville Prep. Watsonville Prep had a planned budgeted increase of enrollment by 60 students over the 2019-20 school year's enrollment, which qualifies to apply for the growth funding.

Recommendation

It is recommended that the Board approve the Growth Funding Application for Watsonville Prep School.

3. SB 820 Growth Funding Application LEA Information

LEA Information

1. Local Educational Agency (LEA) name:	Watsonville Prep School
2. Type of LEA:	Charter School
3. CDS code:	44772480138909
4. LEA contact name:	Kevin Sved
5. LEA contact email address:	kevin.sved@navigatorschols.org

Eligibility and Documentation

6. Indicate basis of eligibility	Enrollment Growth
7. Documentation	2020-21 Adopted Budget

Based on your answers to prompts 6 and 7 above, continue to the next appropriate section as indicated:

If Growth in Enrollment at 2019-20 2nd Interim:	Complete Tabs 4, 8, and 10 only.
If Growth in Enrollment at 2020-21 Adopted Budget:	Complete Tabs 5, 8, and 10 only.
If Growth in ADA at 2019-20 2nd Interim:	Complete Tabs 6, 8, and 10 only.
If Growth in ADA at 2020-21 Adopted Budget:	Complete Tabs 7, 8, and 10 only.

5. Basis of Eligibility: Growth in Enrollment at 2020-21 Adopted Budget

Complete this tab only if your LEA is applying on the basis of enrollment growth as demonstrated in its 2020-21 Adopted Budget.

Supporting documentation must be submitted per instructions provided on Tab 2. Instructions.

1. Enter overall enrollment for 2019-20 as of the 2020-21 Adopted Budget:	168
2. Enter projected overall enrollment for 2020-21 as of the 2020-21 Adopted Budget:	228

Instructions:

Prompt 1: Enter overall enrollment for 2019-20 as of the 2020-21 Adopted Budget:

For school districts, enter the amount found in Form 01CS, Criterion 2, Item 2A: Calculating the District's Enrollment Variances:

Row: "First Prior Year (2019-20) District Regular"

Column: "CBEDS Actual"

For charter schools, enter the amount of estimated actual enrollment for 2019-20 as documented in the charter school's 2020-21 Adopted Budget.

For county offices of education, Enter the amount of actual estimated enrollment for 2019-20 as documented in the COE's 2020-21 Adopted Budget.

Prompt 2: Enter projected overall enrollment for 2020-21 as of the 2020-21 Adopted Budget:

For school districts, enter the amount found in Form 01CS, Criterion 2, Item 2A: Calculating the District's Enrollment Variances:

Row: "Budget Year (2020-21) District Regular"

Column: "Budget"

For charter schools, enter the amount of projected enrollment for 2020-21 as documented in the charter school's 2020-21 Adopted Budget.

For county offices of education, enter the amount of projected enrollment for 2020-21 as documented in the COE's 2020-21 Adopted Budget.

8. 2020-21 Grade Span Data

All LEAs must complete Row 9 of this tab.

Rows 10-13 are a subset of units included in Row 9 completed by either charter schools or COEs as applicable.

Enter the enrollment or ADA as appropriate depending on the basis of eligibility.

Type of LEA Charter School

Basis of Eligibility Enrollment Growth

Documentation 2020-21 Adopted Budget

Grade Span Data	Grades TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Total Units of Overall Projected for 2020-21	228	0	0	0	228
County Program Charter School: Units included in the amount of TOTAL Units provided in Row 9 attributed to students in juvenile court schools, county community schools, or special education classes and centers, who are enrolled pursuant to EC Section 2574(c)(4)(A) operated by the county program charter school (County Program Alternative Education)	0	0	0	0	0
County Program Charter School: Units included in the amount of TOTAL Units provided in Row 9 attributed to students enrolled in charter operated county programs that are not enrolled pursuant to EC Section 2574(c)(4)(A) (Charter Funded County Programs)	0	0	0	0	0
County Office of Education: Units included in the amount of TOTAL Units provided in Row 9 attributed to students in juvenile court schools, county community schools, or special education classes and centers, who are enrolled pursuant to EC Section 2574(c)(4)(A) operated by the COE (County Program Alternative Education)					0
County Office of Education: Units included in the amount of TOTAL Units provided in Row 9 attributed to students enrolled in county programs that are not enrolled pursuant to EC Section 2574(c)(4)(A) (District Funded County Programs)					0

10. Certification - SB820 Growth Funding Application

All LEAs must provide this certification. Applications submitted without this certification will not be processed.

Please print the document, sign, scan (in PDF format), and email certification together with all other application and supporting documentation per instructions for submitting the application provided on Tab 2. Instructions to:

SB820GrowthFunding@cde.ca.gov.

Application must be submitted by **November 6, 2020**. This deadline is determined by statute [EC Section 43505(b)(3)].

Education Code Section 43505(b)(3)(C), as amended by Senate Bill 820, requires the superintendent or equivalent officer and the president of the governing board or body of the local educational agency to both attest under penalty of perjury that documentation submitted pursuant to subparagraphs (A) and (B) is true and correct and is the most recent budget adopted by the governing board or body of the local educational agency on or before June 30, 2020, or is the 2019–20 second interim report adopted by the governing board or body of the local educational agency.

The undersigned do attest, under penalty of perjury, that documentation submitted in conjunction with this application is true and correct and is the most recent budget adopted by the governing board or body of the LEA on or before June 30, 2020, or is the 2019-20 second interim report adopted by the governing board or body of the LEA.

LEA Superintendent / Equivalent Officer

Kevin Sved

Sign Name:

Date:

President of the LEA's Governing Board or Body

John Flaherty

Sign Name:

Date:



Date: October 14, 2020

To: Board of Directors

From: Kevin Sved, CEO

Subject: Proposition 39 Requests for GPS, HPS, and WPS

Overview

Gilroy Prep School (GPS), Hollister Prep School (HPS), and Watsonville Prep School (WPS) have operated in school district facilities through Proposition 39. Proposition 39, introduced in the November 2000 ballot, amended California Education Code to require school districts to make available to all charter schools operating in their school districts with projections of at least 80 units of average daily attendance, facilities that will sufficiently accommodate all of the charter's in-district students. In addition to meeting the eligibility requirements, there are a variety of procedural deadlines which must be met for a charter school to preserve its right to district facilities. The first deadline to meet is November 1, when charter schools must submit facilities requests to the school district in which the school is located.

The requests planned for submission by November 1 are summarized in Table 1 below.

Table 1. Requests and Changes

School	District	Students	Request Submission and Description of Changes from 2019-20
GPS	Gilroy USD	540	Current site and classrooms, no changes
HPS	Hollister SD	540	Current site and classrooms, no changes
WPS	Pajaro Valley USD	300	Current Sites and classrooms, plus two additional classrooms (two for new 4th grade)

School districts have until January 1, 2020 to respond to the requests and challenge enrollment projections. Ultimately, districts have until April 1 to make final facilities offers. Additional details regarding the Prop 39 process and related deadlines are attached.

Recommendation

It is recommended that the Board approves the resolution to submit Prop 39 requests for GPS, HPS, and WPS.

Attachments: Resolution, General Information on Proposition 39

General Information on Proposition 39

Proposition 39, introduced in the November 2000 ballot, amended California *Education Code (EC)* Section 47614, with the intent that public school facilities should be shared fairly among all public school pupils, including those in charter schools.

EC Section 47614 requires that school districts make available, to all charter schools operating in their school district with projections of at least 80 units of average daily attendance (ADA), facilities that will sufficiently accommodate all of the charter's in-district students, and that facilities be "reasonably equivalent" to other classrooms, buildings, or facilities in the district.

EC Section 47614(b)(1) states that school districts may charge a charter school a pro-rata share of the facilities costs which the school district pays for with unrestricted general fund revenues. The pro-rata share is based on the ratio of space allocated by the school district to the charter school divided by the total space of the district. Charter schools shall not be otherwise charged for use of the facilities.

Relevant Deadlines Under Prop. 39

In addition to meeting the eligibility requirements, there are a variety of dates which must be met for a charter school to preserve its right to district facilities.

Action	Deadline
Operating schools and schools planning to open must submit facilities request	On or before November 1
Schools planning to open must submit charter petition	On or before November 1
Districts must provide to school written objections to ADA projections, if any	On or before December 1
Schools must rebut district's objections	On or before January 2
Districts must provide preliminary proposal of space	On or before February 1
Schools must respond to preliminary proposal	No later than March 1
Schools planning to open must have charter approved	Before March 15
Districts must provide final notification of space	No later than April 1
Schools must reply to district notification	No later than May 1

Sources for this document where there is additional information are:

<http://www.ccsa.org/2010/05/proposition-39.html>
<https://www.cde.ca.gov/sp/cs/as/proposition39.asp>

BOARD RESOLUTION 2020-02

October 19, 2020

Proposition 39 School Facilities Requests for GPS, HPS, and WPS

A RESOLUTION OF THE BOARD OF DIRECTORS of Navigator Schools authorizing submission of Proposition 39 School Facilities Requests for GPS, HPS, and WPS:

WHEREAS Proposition 39, introduced in the November 2000 ballot, amended California Education Code (EC) Section 47614, with the intent that public school facilities should be shared fairly among all public school pupils, including those in charter schools,

WHEREAS EC Section 47614 requires that school districts make available, to all charter schools operating in their school district with projections of at least 80 units of average daily attendance (ADA), facilities that will sufficiently accommodate all of the charter's in-district students, and that facilities be "reasonably equivalent" to other classrooms, buildings, or facilities in the district, and

WHEREAS GPS, HPS, and WPS have operated in school district facilities provided by the respective school districts in which the schools are located,

RESOLVED, the CEO of Navigator Schools is authorized to submit Proposition 39 requests for school facilities for Gilroy Prep, Hollister Prep, and Watsonville Prep.

This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of Navigator Schools at its regular meeting held on October 19, 2020 at Watsonville Prep School in Watsonville, California.

Signature of Board Chair

John Flaherty

Navigator Schools, a California Nonprofit Public Benefit Corporation

The Secretary of the Corporation certifies that the above is true and a copy of the resolution that was duly adopted at the dated meeting of the board of directors.

Signature of Secretary, Nora Crivello

Date



Date: 10/14/20

To: Navigator Schools Board

From: Sharon Waller, Director of Student Services

Subject: Annual SELPA Agreements

From the first school's formation to now, each Navigator School is a local education agency (LEA) and has been a member of the El Dorado County Charter Special Education Local Planning Area (SELPA). All LEAs are required to be part of a SELPA for the purposes of ensuring they provide compliant special education services to their students under the California Department of Education regulations.

Each year, members of the SELPA are required to have their Boards of Trustees vote to accept the Local Plan, and the Participation Agreement.

The Local Plan is a document that describes all of the operational, financial, reporting, and decision-making policies and procedures related to the SELPA. The Participation Agreement states what the charter SELPA expects from each of the LEAs they support.

If there are any questions about either of these documents, please feel free to reach out to me.

Sharon Waller

sharon.waller@navigatorschools.org



AGREEMENT FOR PARTICIPATION

EL DORADO CHARTER SELPA

This Agreement for Participation ("Agreement") is entered into by and between the El Dorado Charter SELPA ("SELPA"), the El Dorado County Office of Education ("EDCOE"), and _____ ("LEA"), a California public charter school, collectively referred to as the "Parties."

RECITALS

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education;

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f);

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies;

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation ("Agreement");

WHEREAS, EDCOE is designated in the local plan as the "responsible local agency" for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan;

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs.



NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

1. SHARED COMMITMENTS

- 1.1. Resource Allocation. Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. The LEA shall not engage in any activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.
- 1.3. Compliance. All parties to this agreement shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Each party will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. Continual Improvement. Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. Accuracy of Business Records. Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. Accuracy of Student Records. Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request.
- 1.7. Documentation. Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program or service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.



2. **LEA/ORGANIZATIONAL PARTNER RESPONSIBILITIES**

- 2.1 **Programs and Services.** The LEA is solely and exclusively responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:
- 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
 - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
 - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
 - 2.1.4. Develop and implement program objectives and the evaluation of the program's effectiveness.
 - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations, and the provisions of the Local Plan.
 - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
 - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to ensure their effectiveness and applicability, and ensure the continued implementation and compliance with eligibility criteria.
 - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
 - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
 - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. **Fiscal Responsibilities.** Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan. Organizational Partners affirm that any financial claim made by the SELPA against an LEA that is part of the Organizational Partner's network of LEAs will be honored by the Organization Partner.
- 2.3. **Restricted Funds.** As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement



and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. Unless altered by law, all funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.

- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies, including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other



members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

3. **SELPA DUTIES AND RESPONSIBILITIES**

- 3.1 Services. In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:
- 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
 - 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
 - 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.
 - 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
 - 3.1.5. Coordinate state Special Education Accountability Processes.
 - 3.1.6. Provide alternative dispute resolution supports and services.
 - 3.1.7. Develop interagency referral and placement procedures.
 - 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
 - 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
 - 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
 - 1. Evidenced Based Practices;
 - 2. Program Development and Improvement;



3. Individual cases;
4. State complaints;
5. Requests for due process mediation and hearing; and
6. Appropriate programs and services for specific pupils.

3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

- 3.2. Governance. Organize and maintain the governance structure of the Local Plan, including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.
- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

4. EDCOE DUTIES AND RESPONSIBILITIES

- 4.1. The Parties understand that EDCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:
 - 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
 - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and



standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:

- 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination, and
 - 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.
- 5.3. Specifically the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:
- 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
 - 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the Membership Appeals Committee.

6. DISPUTE RESOLUTION

Should a dispute arise relating to the responsibility for service provision, governance activities, the distribution of funding, if a party believes that an action taken by the CEO Council will create an undue hardship, or that the action taken exceeds the authority granted to the CEO Council within the Local Plan and/or state or federal statute, the aggrieved party may request a review of the action with the appropriate governing body or CDE as appropriate.

7. MUTUAL REPRESENTATIONS

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.



8. **RESERVATION OF RIGHTS**

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

This agreement is entered into for the 2021-22 year and, absent a new agreement or termination, continues each year thereafter.

Executed on this ____ day of _____, 20____.

In accordance with SELPA policy, _____,

[INSERT Charter LEA Name]

certifies that this agreement has been approved by the appropriate local board(s).

LEA

Date

Signature of CEO of Charter LEA

[PRINT CEO Name, Title]

EL DORADO COUNTY OFFICE OF EDUCATION

Date

Ed Manansala, Ed.D., Superintendent
El Dorado County Office of Education

Date

David M. Toston, Associate Superintendent
SELPA Programs
El Dorado County Office of Education

SELPA

El Dorado Charter SELPA

Fiscal Year

2020-21

LOCAL PLAN

Section B: Governance and Administration

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

January 2020

Section B: Governance and Administration

SELPA El Dorado Charter SELPAFiscal Year 2020-21**B. Governance and Administration**California *Education Code (EC)* sections 56195 et seq. and 56205**Participating Local Educational Agencies**

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

The El Dorado Charter SELPA is composed of local educational agency charters (LEAs) located inside and outside the geographic boundaries of El Dorado County. The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. It is the intent of the El Dorado Charter SELPA to provide options for charter schools in terms of SELPA membership. While it is always preferable for a charter school to participate with their geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for SELPA membership within the State of California.

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the SELPA governing board (CEO Council) with review from the County Superintendent of Schools for El Dorado County.

Amendments to the Local Plan to revise LEA membership shall be approved through the process as identified in Charter SELPA policies.

The CEO Council will hold the required public hearings and approve the Annual Service Plan and the Annual Budget Plan.

As described within the Local Plan and adopted policies of the Charter SELPA, the Boards of Education delegates the ongoing policy-making process, the Allocation Plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

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3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization partners that operate more than one charter school, may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services, functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held.

The Charter SELPA CEO Council is responsible to approve Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible to approve the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and reviewed by the El Dorado County Superintendent of Schools.

4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Charter SELPA administrative unit coordinates and implements the local plan under the supervision of the County Superintendent

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5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

Per CEO Council Policy 22, any charter school may apply to the Charter SELPA to become an LEA member of the SELPA. The Charter SELPA will establish an annual timeline for submission of applications. Once granted membership, the charter LEA will participate in the governance of the SELPA in the same manner as all other charter LEA members in the SELPA. The timeline for submission may be amended by the Charter SELPA RLA/AU Superintendent/designee for unique circumstances, including State Board of Education charter approvals. The applicant, not an expansion of an existing member, will be deemed a member of the SELPA upon approval of the Charter SELPA Selection Committee. The applicant charter LEA board must also take action to approve membership. The Charter SELPA Selection Committee will inform the CEO Council members of their decision. Applications for additional schools of a current Charter SELPA member, shall be approved by the Charter SELPA RLA/AU Designee, pursuant to AR 22, and are not required to be reviewed by the Charter SELPA Selection Committee. Because they are current members, the Charter SELPA RLA/AU Designee has significant documentation available to assess the new charter LEA capacity. The applicant member, an expansion of an existing member, will be deemed a member of the SELPA after approval by the Charter SELPA RLA/AU Designee. The applicant member charter LEA board must also take action to approve membership.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

The Community Advisory Committee shall be composed of parents of individuals with exceptional needs, enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. Terms of CAC participation are outlined in the CAC bylaws.

Because of the geographic diversity within the El Dorado Charter SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio, video, or both.

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7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

The purpose of the Community Advisory Committee shall be to act in support of individuals with exceptional needs by representing broad interests in the community and promoting maximum interaction of parents and community members with the the LEA charter schools in accordance with the Education Code and the El Dorado Charter Local Plan. Per the CAC bylaws, the Community Advisory Committee may be composed of parents of individuals with exceptional needs, enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs pursuant to EC Section 56193. Through the regularly scheduled CAC meetings, the SELPA will ensure that the development, amendment, and review of the Local Plan pursuant to EC sections 56205(a)(12)(E) and 56194. The CAC will be given at least 30 days to conduct a review. The SELPA shall review and consider comments from the CAC pursuant to EC section 56205(b)(7).

8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Superintendent oversees the SELPA administrative staff in the receipt and distribution of funds, provision of administrative support, and the coordination and implementation of the SELPA Allocation and Local Plans.

9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:

As members of the El Dorado Charter Special Education Local Plan Area (SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education. Each charter school, as their own LEA for special education accountability is responsible for the students within their jurisdiction including any and all contractual agreements. There are no additional contractual agreements that supersede education code.

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10. For multi-LEA local plans, specify:

- a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization partners that operate more than one charter school may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically, the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services, functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held.

The Charter SELPA CEO Council is responsible for approving Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible for approving the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

- b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Charter SELPA administrative unit coordinates and implements the local plan under the supervision of the County Superintendent of Schools. Each LEA CEO representative is responsible per the SELPA Participation Agreement for the review and implementation of the local plan.

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- c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the CEO Council and reviewed by the El Dorado County Superintendent of Schools. Each Charter LEA and the COE as the RLA/AU is responsible for the coordination of the administration of the local plan. Adopted policies of the Charter SELPA, the LEAs Boards of Education delegates the ongoing policy-making process, the Allocation Plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

- a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

The El Dorado County Office of Education Superintendent of Schools, as the RLA/AU, is responsible for the hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the RLA/AU.

- b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

Funds received by the El Dorado Charter SELPA from Part B of the IDEA shall be expended in accordance with the applicable provisions of the IDEA and shall be used to supplement, and not to supplant State, local and other Federal funds.

State and federal funds received by the RLA/AU and El Dorado Charter SELPA are allocated and distributed among the local educational agencies in the SELPA, according to the El Dorado Charter SELPA adopted Allocation Plan.

- c. The operation of special education programs: education programs:

The Charter LEA shall ensure that the individualized education program team for any student with a disability includes the following members:

1. One or both of the student's parents/guardians, and/or a representative selected by the parent/guardian.
2. If the student is or may be participating in the regular education program, at least one regular education teacher. If more than one regular education teacher is providing instructional services to the student, the Charter LEA may designate one such teacher to represent the others.

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3. At least one special education teacher or, where appropriate, at least one special education provider working with the student
 4. A representative of the Charter LEA who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities.
 - b. Knowledgeable about the general education curriculum.
 - c. Knowledgeable about the availability of Charter LEA and/or special education local plan area (SELPA) resources.
 - d. Has the authority to commit Charter LEA resources and ensure that whatever services are set out in the IEP will be provided.
 5. An individual who can interpret the instructional implications of assessment results This individual may already be a member of the team as described in items 2-4 above or in item 6 below.
- Note: Pursuant to Education Code 56341 and 34 CFR 300.321, the determination as to whether an individual identified in item 6 below has "knowledge or special expertise" must be made by the party (either the Charter LEA or parent) who invited the individual to the IEP team meeting.
6. At the discretion of the parent/guardian or Charter LEA, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate (The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team. (Ed. Code § 56341)
 7. Whenever appropriate, the student with a disability
 8. For transition service participants:
 - a. The student, of any age, with a disability if the purpose of the meeting is the consideration of the student's postsecondary goals and the transition services needed to assist the student in reaching those goals. If the student does not attend the IEP team meeting, the Charter LEA shall take other steps to ensure that the student's preferences and interests are considered.
 - b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - c. If a representative of a local agency has been invited but does not attend the meeting, the Charter LEA shall take steps to obtain participation of the agency in the planning of any transition services. (Ed. Code § 56341)
 9. For students suspected of having a specific learning disability at least one individual who is qualified to conduct individual diagnostic examinations of the student, such as a school psychologist, speech language pathologist, or remedial reading teacher. In addition, at least one team member other than the student's regular education teacher shall observe the student's academic performance in the regular classroom setting. If the student is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age. 34 CFR §§ 300.308, 300.542; Ed Code § 56341);
 10. For students who have been placed in a group home by the juvenile court, a representative of the group home
 11. If a student with a disability is identified as potentially requiring mental health services, the Charter LEA may request the participation of the county mental health program in the IEP team

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meeting. (Ed. Code § 56331)

(20 USC § 1414(d)(1); 34 CFR § 300.321; Ed. Code §§ 56341, 56341.2, 56341.5)

Excusal of Team Member

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian consents and the Charter LEA agrees, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. If the meeting involves a discussion of the member's area of the curriculum or related service, the IEP team member may be excused from the meeting if the parent/guardian consents in writing to the excusal and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (20 USC § 1414(d)(1)(C); 34 CFR § 300.321; Ed. Code 56341)

Parent/Guardian Participation and Other Rights

The Charter CEO or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include, at minimum, notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (34 CFR § 300.322; Ed. Code 56341.5)

The Charter CEO or designee shall send parents/guardians a notice of the IEP team meeting that:

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. For students beginning at age 16 (or younger than 16 if deemed appropriate by the IEP team):
 - a. Indicate that the purpose of the meeting will be the consideration of postsecondary goals and transition services for the student as required by 20 USC, section 1414(d)(1)(A)(i)(VIII), 34 CFR, section 300.320(b), and Education Code, section 56345.1
 - b. Indicate that the Charter LEA will invite the student to the IEP team meeting
 - c. Identify any other agency that will be invited to send a representative

At each IEP team meeting convened by the Charter LEA, the Charter LEA administrator or specialist on the team shall provide the parent/guardian and student of the federal and state procedural safeguards (Ed. Code § 56321, 56500.1)

Before any IEP meeting, the parent/guardian shall have the right and opportunity to request to examine all of his/her child's school records. Upon receipt of an oral or written request, the Charter LEA shall provide complete copies of the records within five business days. (Ed. Code § 56043)

If neither parent/guardian can attend the meeting, the Charter CEO or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (20 USC 1414(f); 34 CFR 300.322; Education Code 56341.5)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Charter LEA is unable to convince the parent/guardian that he/she should attend. In such a case, the Charter LEA shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including, but not limited to: (34 CFR § 300.322; Ed. Code § 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls

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2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits. Parents/guardians and the Charter LEA shall have the right to audiotape the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Charter LEA gives notice of intent to audiotape a meeting and the parent/guardian objects or refuses to attend because the meeting would be audiotaped, the meeting shall not be audiotaped. Audiotape recordings made by a LEA, SELPA, or county office are subject to the federal Family Educational Rights and Privacy Act (20 USC § 1232g).

Parents/guardians have the right to:

1. Inspect and review the audiotapes
2. Request that the audiotapes be amended if the parents/guardians believe they contain information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights
(Education Code 56341.1)

The Charter LEA shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (34 CFR 300.322; Education Code 56345.1)

The Charter LEA shall provide the parents/guardians of a student with disabilities a copy of his/her child's IEP at no cost. (34 CFR 300.322).

The Charter LEA shall adhere to all Federal (IDEA) and State (Education Code) laws regarding the provision of special education programs and services for students that qualify for special education per the IEP process outlined above.

- d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

The El Dorado County Office of Education is the Responsible Local Agency/Administrative Unit (RLA/AU) for the Charter SELPA. Pursuant to the provisions of Education Code Section 56030 et seq., the RLA/AU shall receive and distribute regionalized service funds, provide administrative support and coordinate the implementation of the El Dorado Charter Local Plan for Special Education and the CEO Council approved Allocation Plan. The RLA/AU shall perform such services and functions required to accomplish the goals set forth in the plans, including development of the Annual Service and Budget Plans.

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12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments:

Specialized equipment and services is provided at the school site associated with the Charter LEA, where the Individualized Education Program (IEP) team has determined is the most appropriate free and appropriate public education in the least restrictive environment.

Policies, Procedures, and Programs

Pursuant to *EC* sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 *United States Code (USC)* and in accordance with Title 34 *Code of Federal Regulations (CFR)* Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether, or not each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers; the document title; and the physical location where the policy can be found.

1. Free Appropriate Public Education: 20 USC Section 1412(a)(1)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

2. Full Educational Opportunity: 20 USC Section 1412(a)(2)Policy/Procedure Number: Document Title: Document Location:

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"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

3. Child Find: 20 USC Section 1412(a)(3)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Governing Board of each member LEA recognizes the need to actively seek out and evaluate school age Charter LEA residents who have disabilities, in order to provide them with appropriate educational opportunities in accordance with state and federal law.

Charter schools are currently authorized to serve school-aged students (grades K-12). If at any time the authorization changes, the charter schools would follow all state and federal laws regarding children from age 0-2 and Child Find. Charter schools will assist families and make appropriate referrals for any students they find who would be outside the age or area of responsibility of the Charter schools.

The Charter Chief Executive Officer or designee shall follow SELPA procedures to determine when an individual is eligible for special education services and shall implement the SELPA procedures for special education program identification, screening, referral, assessment, planning, implementation, review, and triennial assessment. (Education Code 56301) The Charter LEAs' process shall prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

In addition to identifying students with disabilities residing in their district, each districts "Child Find" identification system shall identify highly mobile children with disabilities, such as migrant

Section B: Governance and Administration

SELPA Fiscal Year **4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP):
20 USC Section 1412(a)(4)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 USC Section 1414 (d). It shall be the policy of this LEA that a of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Governing Board of each participating LEA shall provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a FAPE in the least restrictive environment as required by law.

The Charter Chief Executive Officer or designee shall implement the SELPA Procedural Guide. The Procedural Guide outlines the composition of the IEP team, and sets forth procedures regarding the development, review, and revision of the IEP.

The specifics of the IEP process are set out in CEO Administrative Regulation 3

5. Least Restrictive Environment: USC Section 1412(a)(5)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and

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services cannot be achieved satisfactorily." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

6. Procedural Safeguards: 20 USC Section 1412(a)(6)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

In order to protect the rights of students with disabilities, the Charter LEA shall follow all procedural safeguards as required by law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

Note: Education Code 56195.8 authorizes the policy to include provisions for involving Charter LEA Board members in any due process hearing procedure activities.

7. Evaluation: 20 USC Section 1412(a)(7)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Charter CEO or designee shall ensure that the IEP team:

1. Reviews the IEP periodically, but at least annually, to determine whether the annual goals for the student are being achieved and the appropriateness of placement

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2. Revises the IEP, as appropriate, to address:

- a. Any lack of expected progress toward the annual goals and in the general curriculum, where appropriate
- b. The results of any reassessment conducted pursuant to Education Code 56381
- c. Information about the student provided to or by the parents/guardians regarding review of evaluation data (34 CFR 305(a)(2) and Education Code 56381(b).)
- d. The student's anticipated needs
- e. Any other relevant matters

8. Confidentiality: 20 USC Section 1412(a)(8)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Charter LEA Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

The Charter CEO or designee shall establish regulations governing the identification, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect and copy student records. In addition, the regulations will ensure and shall protect the privacy rights of student and the student's family.

The Charter CEO or designee shall designate a certificated employee to serve as custodian of records for student records at the Charter LEA level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR § 431)

9. Part C to Part B Transition: 20 USC Section 1412(a)(9)

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"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 *USC* Section 1437(a)(9). The transition process shall begin prior to the child's third birthday."The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

Charter schools in the El Dorado Charter SELPA currently do not serve students in Part C or preschool students. If students are transitioning from preschool to a Charter LEA and are eligible for Part B services, the Charter LEA will participate to ensure a smooth and effective transition between programs.

10. Private Schools: 20 *USC* Section 1412(a)(10)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

11. Local Compliance Assurances: 20 *USC* Section 1412(a)(11)Policy/Procedure Number: Document Title: Document Location:

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"It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *EC*, Part 30." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

12. Interagency: 20 USC Section 1412(a)(12)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

13. Governance: 20 USC Section 1412(a)(13)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

Each LEA Charter SELPA member shall comply with the provisions of the governance structure and provide any necessary administrative support to implement the local plan.

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"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No
15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No
16. Participation in Assessments: 20 USC Section 1412(a)(16)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps.." The policy is adopted by the SELPA as

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stated:

☒ Yes ☐ No**17. Supplementation of State, Local, and Federal Funds: 20 USC Section 1412(a)(17)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No**18. Maintenance of Effort: 20 USC Section 1412(a)(18)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No**19. Public Participation: 20 USC Section 1412(a)(19)**Policy/Procedure Number: Policy/Procedure Title: Document Location:

"It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to

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comply with Part B of the IDEA." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

20. Suspension and Expulsion: 20 USC Section 1412(a)(22)Policy/Procedure Number: Document Title: Document Location:

"The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

21. Access to Instructional Materials: 20 USC Section 1412(a)(23)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

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"It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No**Administration of Regionalized Operations and Services**

Pursuant to *EC* sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the direct instructional support provided by program specialists; and the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the reference number, document title, and the location (e.g., SELPA office) for each function:

1. Coordination of the SELPA and the implementation of the local plan:Reference Number: Document Title: Document Location:

As members of the El Dorado County Charter Special Education Local Plan Area (SELPA), (hereinafter referred to as Charter SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education.

The Charter SELPA further recognizes its' members as single charter partners or organization partners. Single Charter Partner is defined as an entity with one charter CDS code. An Organization Partner is an entity with multiple charters (CDS codes) as members of the Charter

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SELPA. An entity is defined as an organization with one governing board or one CEO (Chief Executive Officer) position. The title of CEO may differ by organization, but the intent is that final decision making in the organization is vested in one leadership position.

As members of the Charter SELPA, each Charter SELPA LEA (Local Education Agency) desires to provide a free and appropriate public education (FAPE) to all school aged K-12 individuals with disabilities, who are enrolled in the charter, including children who have been suspended or expelled or placed by the charter LEA in a nonpublic school or agency services. The SELPA will provide technical support to any Charter LEAs identified as the DOR for students age 18 to 21 who are incarcerated in a county jail and remaining eligible for special education to assist in meeting their obligation. The SELPA may facilitate collaboration with the county jails as requested.

Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Education Code 56303)

In order to meet the needs of individuals with disabilities and employ staff with adequate expertise for this purpose, the charter LEA participates as a member of the Special Education Local Plan Area (SELPA).

The Charter SELPA Local Plan is approved by the Charter CEO Council and reviewed by the El Dorado County Superintendent of Schools. Amendments to the Local Plan to revise LEA membership (additions) shall be approved by the Charter SELPA Selection Committee. Prior to Selection Committee approval, new LEA members shall be approved through the selection process as identified in Policy 22 and AR 22. Termination of membership shall be approved through the termination process as identified in Policy 26 or Policy 27. All membership changes shall be communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting.

The Charter CEO Council will hold the required public hearings and approve the Annual Service Plan and the Annual Budget Plan. Notice of the public hearings shall be posted as required by law.

Upon entry into the Charter SELPA, the Governing Board for each LEA charter shall approve the Charter SELPA Local Plan and the Agreement for Participation.

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Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and reviewed by the El Dorado County Superintendent of Schools.

The Charter Chief Executive Officer or designee of the charter LEA shall extend the charter LEA's full cooperation to the SELPA. The policies and procedures of the Charter SELPA shall be applied as policies and regulations to all participating charter LEAs.

Charter SELPA policies and administrative regulations are approved by the Charter SELPA CEO Council.

The Charter SELPA shall administer a local plan and administer the allocation of funds. (Education Code 56195). The Charter SELPA CEO Council shall approve all allocation plan decisions that impact the allocation of funds.

2. Coordinated system of identification and assessment:

Reference Number:

CEO Administrative Regulation 2 and Procedural Guide

Document Title:

Identification and Evaluation of Individuals for Special Education

Document Location:

<https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

A student shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303) The Charter LEAs shall not determine that a student is eligible for special education if the dominant factor for finding eligibility is lack of appropriate instruction in reading, lack of instruction in mathematics, or limited English Proficiency (20 U.S.C. § 1414(b)(5); Ed. Code, § 56329, subd. (a)(2).) All referrals for special education and related services from school staff shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student, and their effect. (5 CCR § 3021.) Within 15 days of a referral for initial assessment the LEA shall provide student's parent/guardian with a notice of parental rights and a written proposed assessment plan. The 15-day period does not include days between the student's regular school session or term, or days of school vacation in excess of five school days from the date of receipt of the referral. The proposed assessment plan shall meet all of the following requirements: (Education Code 56321) 1. Be in a language easily

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understood by the general public 2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible 3. Explain the types of assessment to be conducted 4. State that no individualized education program (IEP) will result from the assessment without parent/guardian consent Upon receiving the proposed assessment plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the initial assessment. The assessment may begin as soon as informed parental consent is received by the respective Charter LEAs. The Charter LEAs shall not interpret parent/guardian consent for initial assessment as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.505) However, an individualized education program required as a result of an assessment of a pupil shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each Charter LEA's school calendar for each pupil for whom a referral has been made 30 days or less prior to the end of the regular school year. In the case of pupil school vacations, the 60-day time shall recommence on the date that pupil schooldays reconvene. A meeting to develop an initial individualized education program for the pupil shall be conducted within 30 days of a determination that the pupil needs special education and related services pursuant to paragraph (2) of subsection (b) of Section 300.343 of Title 34 of the Code of Federal Regulations. (Education Code 56344) If a parent/guardian refuses to consent to the initial evaluation or failed to respond to the request to provide consent, the Charter LEAs may pursue an evaluation by utilizing the mediation and due process procedures found at 20 USC § 1415 and in accordance with Education Code, sections 56501, subd. (a) (3), and 56506, subd. (e). See BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education) In the event that authorized parent does not consent to an initial evaluation the Charter LEAs shall not be considered in violation of the requirement to provide FAPE. In addition, the Charter LEAs is not required to convene an IEP team meeting or to develop an IEP for that child. (20 USC § 1414(a)(1).) Informed parental consent means that the parent/guardian: 1. Has been fully informed of all information relevant to the activity for which consent is sought, in his/her native language or other mode of communication 2. Understands and agrees, in writing, to the assessment 3. Understands that the granting of consent is voluntary on his/her part and may be revoked at any time (34 CFR § 300.500) If the student is a ward of the state and is not residing with his/her parents/guardians, the Charter LEAs shall make reasonable efforts to obtain informed consent from the parent/guardian as defined in 20 USC, section 1401 for an initial evaluation to determine whether the student is a student with a disability. (20 USC §

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1414(a)(1)) The Charter LEAs shall not be required to obtain informed consent from the parent/guardian of a student for an initial evaluation to determine whether the student is a student with a disability if any of the following situations exists 1. Despite reasonable efforts to do so, the Charter LEAs cannot discover the whereabouts of the parent/guardian of the student. 2. The rights of the parent/guardian of the student have been terminated in accordance with California law. 3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with California law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student. (Education Code 56301; 20 USC 1414(a)(1)) As part of the assessment plan, the parent/guardian shall receive written notice that: 1. Upon completion of the administration of tests and other assessment materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled pursuant to Education Code, section 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities as defined in Education Code, section 56026 and shall discuss the assessment, the educational recommendations, and the reasons for these recommendations. A copy of the assessment report and the documentation of determination of eligibility shall be given to the parent/guardian. 2. If the parent/guardian disagrees with an assessment obtained by the Charter LEAs, the parent/guardian has the right to obtain, at public expense, an independent educational assessment of the student from qualified specialists, in accordance with 34 CFR §300.502. If the Charter LEAs observed the student in conducting its assessment, or if its assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to the independent educational assessment. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the Charter LEA's proposed placement and setting, regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing proceeding. 3. The Charter LEAs may initiate a due process hearing pursuant to Education Code 56500- 56508 to show that its assessment is appropriate. If the final decision resulting from the due process hearing is that the assessment is appropriate, the parent/guardian maintains the right for an independent educational assessment but not at public expense. If the parent/guardian obtains an independent educational assessment at private expense, the results of the assessment shall be considered by the Charter LEAs with respect to the provision of a free appropriate public education to the student, and may be presented as evidence at a due process hearing regarding the student. If the Charter LEAs observed the student in conducting its assessment, or if its

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assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting, if any, proposed by the Charter LEAs, regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing. 4. If a parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the Charter LEAs shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the parent/guardian, the student in the proposed placement. Any such observation shall only be of the student who is the subject of the observation and may not include the observation or assessment of any other student in the proposed placement unless that student's parent/guardian consents to the observation or assessment. The results of any observation or assessment of another student in violation of Education Code, section 56329(d) shall be inadmissible in any due process or judicial proceeding regarding the free appropriate public education of that other student. (Education Code 56329; 34 CFR 300.502) An IEP required as a result of an assessment shall be developed within a total time not to exceed 60 days from the date of the receipt of the parent/guardian's consent for assessment, unless the parent/guardian agrees to an extension in writing. The 60-day period does not include any days between the student's regular school sessions/terms, or days of school vacation in excess of five school days. (Ed Code § 56043)

However, when a referral is made within 30 days of the end of the regular school year, an IEP required as a result of an assessment shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each district's school calendar. In the case of school vacations, the 60-day time shall recommence on the date that school reconvenes. (Ed. Code § 56344 (a).) A meeting to develop an initial IEP for the pupil shall be conducted within 30 days of a determination that the pupil needs special education and related services. (Ed. Code §§ 56043(f)(2); 56344 (a).)

Before entering kindergarten or first grade, children with disabilities who are in a preschool program shall be reassessed to determine if they still need special education and services. The IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs to ensure that gains made are not lost by a rapid removal of individualized programs and supports for these individuals. (Ed. Code § 56445)

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3. Coordinated system of procedural safeguards:

Reference Number: CEO Administrative Regulation 4 and Procedural GuideDocument Title: Procedural Safeguards and Complaints for Special EducationDocument Location: <https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

Under California law, due process hearings pursuant to the IDEA (20 USC 1400-et seq) are held only at the state level. Related rights and procedures for due process are set forth in Education Code §§ 56501et. Seq. and 5 CCR §§ 3080 et. seq. When California law provides greater protections to students and parents, it supersedes federal law. Due process hearing rights extend to the student only if he/she is an emancipated student or a ward or dependent of the court with no available parent or surrogate parent. (Ed. Code § 56501; see AR 6159.3 - Appointment of Surrogate Parent for Special Education Students.)

Informal ADR Process/Pre-Hearing Mediation Conference Before requesting a due process hearing, the Charter Chief Executive Officer or designee of the Charter LEA and a parent/guardian may agree to meet informally to resolve any dispute relating to the identification, assessment or education and placement of a student with disabilities. The Charter Chief Executive Officer or designee shall have the authority to resolve the dispute through an informal alternative dispute resolution (“ADR”) process. (Ed. Code § 56502) In addition, either party may file a request with the Superintendent of Public Instruction for a Pre- Hearing Mediation Conference (commonly referred to as “mediation only”) to be conducted by a person designated by the California Department of Education. Based on the Pre-Hearing Mediation Conference, the Charter Chief Executive Officer or designee may resolve the issue(s) in any manner that is consistent with state and federal law, and is to the satisfaction of both parties. (Education Code 56500.3) Attorneys may not attend the Informal ADR session or the Prehearing Mediation Conference. Attorneys may attend, or otherwise participate in, only those mediation conferences that are scheduled pursuant to a request for a due process hearing. (Ed. Code §§ 56500.3, 56501) If the parties do not resolve their dispute through Informal ADR and/or a Pre-Hearing Mediation Conference, either party may file a request for a due process hearing. Due Process Complaint Notice and Hearing Procedures Due process hearing procedures may be initiated by a parent/guardian, the Charter LEA, and/or a student who is emancipated or a ward or dependent of the court, under the following circumstances. 1. There is a

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proposal to initiate or change the identification, assessment or educational placement of the student or the provision of a free, appropriate public education to the student 2. There is a refusal to initiate or change the identification, assessment or educational placement of the student or the provision of a free, appropriate public education to the student 3. The parent/guardian refuses to consent to an assessment of his/her child; and/ or 4. There is a disagreement between a parent/guardian and the Charter LEA regarding the availability of a program appropriate for the student, including the question of financial responsibility. (20 USC § 1415(b); Education Code 56501) Prior to initiating a due process hearing, the party requesting the hearing, or the party's attorney, must provide the opposing party a confidential due process complaint notice, specifying: 1. The student's name 2. The student's address or, in the case of a student identified as homeless pursuant to the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), any available contact information for that student 3. The name of the school the student attends 4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem 5. A proposed resolution to the problem to the extent known and available to the complaining party at the time (20 USC § 1415(b); 34 CFR § 300.508 (b).) Resolution Session When a parent seeks to initiate a request for due process, before their request is filed, they must provide the Charter LEA with the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 USC § 1415[f][1][B]; 34 CFR § 300.510) The Charter LEA has fifteen (15) days from the date it received the parents' due process hearing request to convene the resolution session. The sessions shall include a representative of the LEA who has decision-making authority and not include an attorney of the school LEA unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request. The resolution session is not required if the parent and the Charter LEA agree in writing to waive the meeting. If the Charter LEA has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 USC § 1415[f][1][B]; 34 CFR § 300.51) A due process complaint must be filed within two years of the date that the parent/guardian or Charter LEA knew or should have known about the situation that forms the basis of the complaint. Response to the Due Process Hearing Request If the Charter LEA has not sent a prior written notice to the parent/guardian regarding

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the subject matter contained in the parent/guardian's due process complaint notice, the Charter LEA shall send a response to the parent/guardian within 10 days of receipt of the complaint specifying: 1. An explanation of why the Charter LEA proposed or refused to take the action raised in the complaint 2. A description of other options that the individualized education program (IEP) team considered and the reasons that those options were rejected 3. A description of each evaluation procedure, assessment, record, or report the Charter LEA used as the basis for the proposed or refused action 4. A description of the factors that are relevant to the Charter LEA's proposal or refusal (20 USC 1415(c)(1)) If the Charter LEA sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the Charter LEA may, within 10 days of receipt, send a response specifically addressing the issues in the complaint. (20 USC § 1415(c)(1)) Parties requesting a due process hearing shall file their request with the Superintendent of Public Instruction or designated contracted agency and give a copy of the request, at the same time, to the other party. (Ed. Code § 56502) Prior Written Notice The Charter Chief Executive Officer or designee shall send to parents/guardians of any student with a disability a prior written notice within a reasonable time before: 1. The Charter LEA initially refers the student for assessment 2. The Charter LEA proposes to initiate or change the student's identification, evaluation, educational placement or the provision of a free, appropriate public education 3. The Charter LEA refuses to initiate or change the identification, evaluation or educational placement of the student or the provision of a free and appropriate public education 4. The student graduates from high school with a regular diploma (Ed. Code §§ 56500.4, 56500.5; 20 USC § 1415(c); 34 CFR § 300.503) The prior written notice shall include: 1. A description of the action proposed or refused by the Charter LEA 2. An explanation as to why the Charter LEA proposes or refuses to take the action 3. A description of any other options that the IEP team considered and why those options were rejected 4. A description of each evaluation procedure, test, record or report the Charter LEA used as a basis for the proposed or refused action 5. A description of any other factors relevant to the Charter LEA's proposal or refusal 6. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of the description of procedural safeguards can be obtained 7. Any resources for parents/guardians to obtain assistance in understanding these provisions (20 USC § 1415(c); 34 CFR § 300.503) Students with disabilities and their parents/guardians shall be provided written notice of their rights in language easily understood by the general public and in the primary language of the parent/guardian or

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other mode of communication used by the parent/guardian, unless to do so is clearly not feasible. The notice shall include, but not be limited to, those rights set forth in Education Code, section 56341. (Ed. Code §§ 56341, 56506; 34 CFR § 300.503) If the native language or other mode of communication of the parent/guardian is not a written language, the Charter LEA shall take steps to ensure that: 1. The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication 2. The parent/guardian understands the contents of the notice 3. There is written evidence that items #1 and #2 have been satisfied (34 CFR § 300.503) Notice of Procedural Safeguards A notice of procedural safeguards shall be made available to parents/guardians of students with a disability once a year and upon: 1. Initial referral for evaluation 2. Each notification of an IEP meeting 3. Reevaluation of the student 4. Registration of a complaint 5. Filing for a pre-hearing mediation conference or a due process hearing (Ed. Code § 56301; 20 USC 1415(d)(1)) The notice of procedural safeguards shall include information on the procedures for requesting an informal meeting, pre-hearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; and the right of the parent/guardian and/or the Charter LEA to electronically record the proceedings of IEP meetings in accordance with Education Code 56341. A copy of this notice shall be attached to the student's assessment plan and referred to at each IEP meeting. (20 USC 1415(d)(2); Ed. Code §§ 56321, 56321.5) In addition, the notice of procedural safeguards shall include a full explanation of the procedural safeguards relating to independent educational evaluation; prior written notice; parental consent; access to educational records; opportunity to present complaints to initiate due process hearings; the student's placement while due process proceedings are pending; procedures for students who are subject to placement in an interim alternative educational setting; requirements for unilateral placement by parent/guardians of students in private schools at public expense.(20 USC 1415(d)(2); 34 CFR 300.504)

4. Coordinated system of staff development and parent and guardian education:

Reference Number: Document Title: Document Location:

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Description:

the Charter LEAs in the El Dorado Charter SELPA ensure that all students who require special education will participate in the California Reading Initiative, just as do all other students in the El Dorado Charter LEAs. In order to facilitate that effort, the Charter LEAs assure that special education instructional personnel will participate in staff development inservice opportunities in the area of literacy, including: a. information about current literacy and learning research; b. state-adopted student content standards and frameworks; and c. research-based instructional strategies for teaching reading to a wide range of diverse learners Each of the Charter LEAs will include special education staff in their curriculum materials selection process, in order to support alignment with State standards. Each will also include all special education staff in all staff development on phonemics and phonics, as well as in any additional state or regional training based on new legislation, e.g., the California Reading and Literature Subject Matter Project, the rollouts on the frameworks, AB466 training. The goals of the Charter LEAs are to increase the participation of students with disabilities in statewide student assessments, to increase the percentage of children with disabilities who are literate, and to assure that students with disabilities attain higher standards in reading. In order to reach these goals, we assure that students with disabilities will have full access to: 1. all required core curriculum including state-adopted core curriculum textbooks and supplementary textbooks; and 2. instructional materials and support.

5. Coordinated system of curriculum development and alignment with the core curriculum:

Reference Number:

Charter SELPA Procedural Guide and CEO Policy 21
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Document Title:

Curriculum Adaptations/Reading Literacy

Document Location:

https://charterselpa.org/governance/ http://charterselpa.org/program-support/procedural-guide/
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Description:

Curriculum adaptations include accommodations, modifications, and supports that allow a child with a disability access to the general curriculum and assessments. LEAs/districts are responsible for ensuring that each teacher and provider is informed of his or her specific responsibilities related to implementing the child's IEP and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP (34CFR 300.342 (b)(3)).
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Section B: Governance and Administration

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6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

Reference Number: Document Title: Document Location:

The Charter SELPA is responsible for monitoring all required areas of compliance with federal, state and Charter SELPA policies. The purpose of all monitoring and oversight activities is to ensure legal and effective LEA practices are in place to meet the needs of students with disabilities. This policy outlines areas of oversight and indicators that may cause the initiation of a Charter SELPA review process. Charter SELPA administration will keep the CEO Council informed of SELPA oversight activities and determinations.

If compliance, performance and/or student population data for an LEA in the Charter SELPA varies significantly from expected results or standards, it may be an early warning for the Charter SELPA to initiate contact. In this case, the Charter SELPA will contact the LEA to confirm the data, discuss any underlying issues which may impact the data, and identify how the Charter SELPA can assist the LEA in any necessary corrective action.

The Charter SELPA will monitor special education practices and data continuously to determine whether practices are in line with the LEA's responsibilities to students with disabilities and SELPA policies. Data will be collected and reviewed by the Charter SELPA. Examples of existing indicators and standards include but are not limited to:

- Identification rate of special education students that is below 4% or greater than 14%
- State Performance Plan Indicators
- Significant swings in enrollment and/or enrollment trends that are not aligned to the LEA's instructional calendar
- Pattern of compliance complaints or due process hearings
- Evidence of exclusionary practices
- Significant and/or abrupt change in leadership or staff
- No/low participation or engagement in the Charter SELPA (CEO Council, Steering Committee, professional development offerings, etc.)
- Unspent funds greater than 25%
- Annual independent audit which shows serious fiscal solvency issues

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Fiscal Year 2020-21

Description:

or material findings (e.g. findings related to internal control or program compliance, high debt ratios, deficit spending, going concern findings, adequate reserves, and adequate cash)

SELPA REVIEW PROCESS

If one or more of the preceding triggers indicates a potential problem, the Charter SELPA may initiate a program and/or fiscal review. Program and fiscal reviews are facilitated by the appropriate Charter SELPA administrator. Charter SELPA's goal in each review process is to clearly identify the areas of SELPA concern, discuss any underlying issues which may be impacting the findings, and identify how the Charter SELPA can assist the LEA in any necessary corrective action. The Charter SELPA may request additional information as necessary to resolve identified concerns.

When multiple or connected concerns exist, the Charter SELPA may implement an Integrated Review Team (IRT) visit. An Integrated Review Team (IRT) visit consists of Charter SELPA program and business administrators meeting directly with the charter LEA leadership team.

CHARTER SCHOOLS AT-RISK

Whether through a Charter SELPA review process or other source, or if significant matters arise that are potentially harmful to students, demonstrate negligence, may harm the SELPA, or there is a concern that funds are not being spent appropriately for special education, Charter SELPA administration is empowered to act in the best interests of the SELPA as a whole. Such matters include, but are not limited to:

- Pattern of noncompliance with federal, state or Charter SELPA regulations
- Notice of revocation
- Notice of bankruptcy
- FCMAT extraordinary audit
- Annual audit with material findings and identification of operational issues that cause concern regarding the long-term viability of the organization
- Other circumstances that create a concern that a loss to the SELPA is possible or funds are not being spent appropriately for special education

Charter SELPA administration may make a determination and proceed to:

- Notify appropriate public agencies;
- Notify the LEA's governing board;
- Withhold state and/or federal funding;
- Move an LEA to reimbursement-based state funding, requiring

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expenditure reporting prior to cash distribution;

- Require an LEA to submit proof of actual expenditures; and/or
- Initiate termination of membership pursuant to CEO Policy 26.

7. Coordinated system of data collection and management:

Reference Number: Document Title: Document Location:

Description:

The El Dorado Charter SELPA and its member LEAs shall provide data or information to the SELPA and the California Department of Education as required by regulations.

8. Coordination of interagency agreements:

Reference Number: Document Title: Document Location:

Pursuant to Title 17 of the California Code of Regulations (17 CCR) Section 52140, LEAs must develop and maintain local interagency agreements with Regional Centers. Agreements must include (as applicable to charter LEAs):

1. The responsibilities of each LEA and Regional Center in meeting the terms of the agreement;
2. Procedures for coordination of child find activities with local public agencies and Regional Centers to identify infants and toddlers who may be eligible for early intervention services;
3. Specific procedures for coordination of referrals for evaluation and assessment;
4. Procedures for the assignment of a service coordinator;
5. Interagency procedures for identifying the responsibilities of the regional center and LEA for completing the evaluation and assessment and determining eligibility within the time requirements contained in Section 52086 of these regulations, when an infant or toddler may receive services from both the Regional Center and LEA;
6. Procedures for the timely exchange of information between Regional Centers and LEAs;
7. Mechanisms for ensuring the availability of contacts at Regional

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Description:

Centers and LEAs at all times during the year;

8. Procedures for interagency individualized family service plan (IFSP) development when infants and toddlers may be eligible for early intervention services from the Regional Center and the LEA or other state or local programs or services;

9. Procedures to ensure the provision of services during periods of school vacations when services are required on the IFSP;

10. Transition planning procedures which begin at least six months prior to a toddler's third birthday pursuant to EC Section 52112 of these regulations;

11. Procedures for resolving disputes between regional centers and LEAs;

12. Procedures for the training and assignment of surrogate parents; and

13. Procedures for accepting transfers of infants or toddlers with existing IFSPs.

Local interagency agreements must be dated and signed by representatives of the Regional Center and LEA. Interagency agreements must be reviewed by both parties annually, revised as necessary, dated, and signed by both parties as needed.

9. Coordination of services to medical facilities:

Reference Number:

Document Title:

Document Location:

Description:

The SELPA Administrator, or designee, will facilitate the coordination of these services by the designated LEAs and provide technical assistance to the medical facilities and LEAs as appropriate. Role of the individual LEAs: Each individual LEA is responsible for students with disabilities who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes when the hospital or facility is located within their boundaries, unless based on education code there is another district of special education accountability which would be responsible.

10. Coordination of services to licensed children's institutions and foster family homes:

Reference Number:

Document Title:

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Description:

When the Charter LEA has placed a foster student in a nonpublic, nonsectarian school, the Charter LEA must conduct an annual evaluation, as specified below. In addition, the nonpublic, nonsectarian school to report to the Charter LEA regarding the educational progress made by the student. (Ed. Code § 56157.) If a student with disabilities residing in a licensed children's institution or foster family home has been placed by the Charter LEA in a nonpublic, nonsectarian school, the Charter LEA shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

11. Preparation and transmission of required special education local plan area reports:

Reference Number: Document Title: Document Location:

Description:

The LEAs will annually compile, and submit to the SELPA, budget and expenditure information that meets CDE MOE reporting requirements. The SELPA will then conduct the two required calculations determining MOE for the SELPA as a whole, and for each LEA. The SELPA-wide data is compiled and submitted in the format required by CDE.

12. Fiscal and logistical support of the CAC:

Reference Number: Document Title: Document Location:

Description:

The Community Advisory Committee shall be composed of parents of individuals with exceptional needs, enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. Terms of CAC participation are outlined in the CAC bylaws.
Because of the geographic diversity within the El Dorado Charter

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SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio, video, or both.

13. Coordination of transportation services for individuals with exceptional needs:

Reference Number: El Dorado Charter SELPA Procedural GuideDocument Title: Special Education TransportationDocument Location: <http://charterselpa.org/program-support/procedural-guide/>

Description:

Legal Requirements Regarding Special Education Transportation
Education Code Section 56040(a) states: "Every individual with exceptional needs, who is eligible to receive special education instruction and related services under this part, shall receive that instruction and those services at no cost to his or her parents or, as appropriate, to him or her." Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education [34 CFR 300.34(a)]. Transportation as a related service includes travel to and from school and between schools, travel in and around school buildings; and specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability [34 CFR 300.34(c)(16i-iii)]. LEAs/districts should not automatically assign students to transportation based on the students' disability without considering the students' individual needs and the continuum of placements [Hopkinton (MA) Pub. Schs., 108 LRP 41626 (OCR 2007)]. For students with medical needs, 34 CFR 300.34(a)(ii) limits the responsibility of a public agency to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school.

14. Coordination of career and vocational education and transition services:

Reference Number: CEO Administrative Regulation 1 and Procedural GuideDocument Title: Comprehensive Local Plan for Special EducationDocument Location: <https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

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Description:

Special education may include each of the following if the services otherwise meet the definition in the above paragraph: (Education Code 56031) 1. Speech language pathology services, or any other designated instruction and service or related service, pursuant to Education Code 56363, if the service is considered special education rather than designated instruction and service or related service under state standards 2. Travel training 3. Career technical education 4. Transition services for students with disabilities in accordance with 34 CFR 300.43 if provided as specially designed instruction, or a related service, if required to assist a student with disabilities to benefit from special education. Specially designed instruction means adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to ensure access of the student to the general curriculum, so that the student can meet the educational standards that apply to all students in the charter LEA. (34 CFR 300.39(b)(3))

15. Assurance of full educational opportunity:

Reference Number: Document Title: Document Location:

Description:

Full educational opportunities means that students with disabilities have the right to full educational opportunities to meet their unique needs, including access to a variety of educational programs and services available to non-disabled students. The State must have in effect policies and procedures to demonstrate that the State has established a goal of providing full educational opportunity to all children with disabilities and a detailed timetable for accomplishing that goal. (34 CFR 300.109)

16. Fiscal administration and the allocation of state and federal funds pursuant to *EC* Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Reference Number: Document Title: Document Location:

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Description:

The El Dorado County Office of Education is the Responsible Local Agency/Administrative Unit (RLA/AU) for the Charter SELPA. Pursuant to the provisions of Education Code 56030 et seq., the RLA/AU shall receive and distribute regionalized service funds, provide administrative support and coordinate the implementation of the El Dorado Charter Local Plan for Special Education. The RLA/AU shall perform such services and functions required to accomplish the goals set forth in the plan, including development of the Annual Service and Budget Plan. In addition, pursuant to Education Code 56836.01(a)(b)(c) the SELPA RLA/AU will oversee the fiscal administration of the Annual Budget Plan and the allocation of state and federal funds allocated to the special education local plan area for the provision of special education and related services by those entities, in accordance with the Local and Allocation Plans approved by the CEO Council, and be responsible for the reporting and accounting requirements prescribed by this part.

17. Direct instructional program support that maybe provided by program specialists in accordance with *EC* Section 56368:

Reference Number:

CEO Administrative Regulation 10

Document Title:

Personnel Qualifications

Document Location:

<https://charterselpa.org/governance/>

Description:

A program specialist is a specialist who holds a valid special education credential, clinical services credential, health services credential, or a school psychologist authorization and has advanced training and related experience in the education of individuals with exceptional needs and a specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

(b) A program specialist may do all the following:

- (1) Observe, consult with, and assist resource specialists, designated instruction and services instructors, and special class teachers.
 - (2) Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.
 - (3) Participate in each school's staff development, program development, and innovation of special methods and approaches.
 - (4) Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise.
 - (5) Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.
- (c) For purposes of Section 41403, a program specialist shall be

Section B: Governance and Administration

SELPA Fiscal Year **Special Education Local Plan Area Services**

1. A description of programs for early childhood special education from birth through five years of age:

Reference Number: Document Title: Document Location:

Description:

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

Reference Number: Document Title: Document Location:

Description:

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3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Reference Number:

Document Title:

Document Location:

Description:

Before requesting a due process hearing, the Charter Chief Executive Officer or designee of the Charter LEA and a parent/guardian may agree to meet informally to resolve any dispute relating to the identification, assessment or education and placement of a student with disabilities. The Charter Chief Executive Officer or designee shall have the authority to resolve the dispute through an informal alternative dispute resolution (“ADR”) process. (Ed. Code § 56502) In addition, either party may file a request with the Superintendent of Public Instruction for a Pre- Hearing Mediation Conference (commonly referred to as “mediation only”) to be conducted by a person designated by the California Department of Education. Based on the Pre-Hearing Mediation Conference, the Charter Chief Executive Officer or designee may resolve the issue(s) in any manner that is consistent with state and federal law, and is to the satisfaction of both parties. (Education Code 56500.3) Attorneys may not attend the Informal ADR session or the Prehearing Mediation Conference. Attorneys may attend, or otherwise participate in, only those mediation conferences that are scheduled pursuant to a request for a due process hearing. (Ed. Code §§ 56500.3, 56501) If the parties do not resolve their dispute through Informal ADR and/or a Pre-Hearing Mediation Conference, either party may file a request for a due process hearing.

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized:

Reference Number:

Document Title:

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Document Location:

<https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

Description:

The Charter Chief Executive Officer or designee shall follow SELPA procedures providing that parents/guardians, teachers, appropriate professionals, and others may refer an individual for assessment for special education services. Identification procedures shall be coordinated with school site procedures for referral of students with needs that cannot be met with modifications to the regular instructional program. (Ed. Code § 56302)

5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Reference Number:

CEO Administrative Regulation 24 and Procedural Guide

Document Title:

Nonpublic, Nonsectarian School and Agency Services for Special Education

Document Location:

<https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

Description:

Contracts with an NPS or NPA shall include an Individual Services Agreement ("ISA") negotiated for each student. ISAs shall be for the length of time for which NPS and/or NPA services are specified in the student's individualized education program ("IEP"), but not to exceed one year. Changes in educational instruction, services or placement shall be made only on the basis of revisions to the student's IEP. (Ed. Code § 56366.) The master contract shall specify the general administrative and financial agreements between the NPS or NPA and the Charter LEA to provide the special education and designated instruction and services, as well as transportation specified in the student's IEP. The administrative provisions of the master contract shall also include procedures for record keeping and documentation, and the maintenance of school records by the contracting charter LEA to ensure that the NPS provides appropriate high school graduation credit to the student. The contract may allow for partial or full-time attendance at the nonpublic nonsectarian school. (Ed. Code § 56366.) In order for a Charter LEA to contract with an NPS or NPA, the NPS and NPA must be certified as meeting state standards. (Ed Code § 56366.) A master contract may be terminated for cause with 20-days' notice. However, the availability of a public education program initiate during the period of the

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master contract cannot give cause for termination unless the parent/guardian agrees to transfer the student to the public program. The master contract shall include a description of the process being utilized by the Charter LEA to oversee and evaluate placements in the NPS. This description shall include a method for evaluating whether the student is making appropriate educational progress. (Ed. Code 56366) The Charter CEO or designee of an elementary Charter LEA shall notify a high school district of all students placed in NPS or NPA programs prior to the annual review of the IEP for each student who may transfer to the high school district. (5 CCR § 3069.) When a special education student meets the district requirements for completion of prescribed course of study as designated in the student's IEP, the district which developed the IEP shall award the diploma. (5 CCR § 3070.)

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in *EC 56026(c)(4)*) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (*EC Section 56040*)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (*EC Section 56041*)

Reference Number:

CEO Policy 1 and Procedural Guide

Document Title:

Comprehensive Local Plan for Special Education

Document Location:

<https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

Description:

As members of the Charter SELPA, each Charter SELPA LEA (Local Education Agency) desires to provide a free and appropriate public education (FAPE) to all school aged K-12 individuals with disabilities, who are enrolled in the charter, including children who have been suspended or expelled or placed by the charter LEA in a nonpublic school or agency services. The SELPA will provide technical support to any Charter LEAs identified as the DOR for students age 18 to 21 who

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Fiscal Year

are incarcerated in a county jail and remaining eligible for special education to assist in meeting their obligation. The SELPA may facilitate collaboration with the county jails as requested.

Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Education Code 56303)



Date: October 14, 2020

To: Board of Directors

From: Ami Ortiz, Director of Business & Finance

Re: 2019-20 Revised Audit Engagement Letter and Audit Delay

Recommendation

It is recommended the Board approve, as part of the consent agenda, the revised engagement letter from CliftonLarsonAllen, who are responsible for the performance of the audit for the fiscal year 2019-20. Furthermore, it is also recommended that the deadline for audit completion be adjusted from December 15, 2020 to March 31, 2021 as allowable under Senate Bill 98.

Background

In accordance with Education Code (EC) Section 41020, the governing board of each school district provides an audit of the books and accounts of the school district. In the event the governing board of a school district has not provided for an audit by April 1, the County Office of Education, having jurisdiction over the district, shall provide for the audit. The selection of the auditor and the original engagement letter were approved by the Board in February 2020. Since Navigator's Federal revenue is over \$750,000, a single audit for Federal programs will need to be performed. Therefore, the cost of the audit will be \$20,895, approximately \$5,000 more than the original cost. Attached is the revised audit engagement letter that incorporates the single audit requirement and the additional fee.

Additionally, as a result of COVID and the related special federal funding that added complexities to the audit process, Senate Bill 98 extends the audit approval deadline from December 15, 2020 to March 31, 2021. Due to the added complexity of the auditing process, staff requests the Board to approve the extension of the audit completion to March 31, 2021.

Summary

It is recommended the Board approve, as part of the consent agenda, that the new engagement letter and higher cost be executed and that the deadline for audit completion be extended to March 31, 2021.

Attachment: Revised Engagement Letter from CliftonLarsonAllen



CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740
626.857.7300 | fax 626.857.7302
CLAconnect.com

September 18, 2020

Board of Directors and Management
Navigator Schools
650 San Benito St., Ste 230
Hollister, CA 95023

Dear Members of the Board and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Navigator Schools ("you," "your," or "the Organization") for the year ended June 30, 2020.

Lili Huang is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive years for any firm where the principal/director-in-charge of the audit and the reviewing principal/director have been the same in each of those years. This is the first consecutive year Lili Huang will be the engagement principal.

Note: This new agreement supersedes the signed audit engagement letter dated January 31, 2020, signed February 16, 2020. The engagement letter dated January 31, 2020, did not include the Federal Single Audit. In September 2020, the Organization notified that the Federal Expenditures exceed the Federal Single Audit threshold, we have drafted a new engagement letter to include the Federal Single Audit.

Audit services

We will audit the financial statements of the Organization, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries.
- Preparation of informational tax returns

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Audit objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.
- Reporting on compliance related to state programs and expressing an opinion (or disclaimer of opinion) on compliance with the laws and regulations of the state programs in accordance with the requirements of the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinion on

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the financial statements or the single audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the

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financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

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You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you.

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Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare the organization's federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

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These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We began our audit in April 2020 with the superseded engagement letter dated February 13, 2020 (see note on first page) excluding the Federal Single Audit. Our timing for the audit will continue as initially planned.

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We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Cognizant or Grantor Agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Cognizant or Grantor Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

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Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

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The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Price Estimate

The price for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the price for the engagement is as follows:

Professional Services	Amount
Audit services (includes procedures for one major program under Uniform Guidance, if additional programs are required to be tested they will be billed at \$4,000 per additional federal program)	\$16,750
Data Collection Form SF-FAC and single audit reporting package	\$750
Informational tax return services	\$1,900
Additional fee related to implementation of the following standards, this is an estimate, the actual amount will depend on the amount of work involved by CLA: ASU 2014-09, <i>Revenue Recognition</i> ASU 2018-18, <i>Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made</i> ASU 2016-18, <i>Statement of Cash Flows</i>	\$500
Technology and client support fee	\$995
Total	\$20,895

The price estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated price for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for our services will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be

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deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. There is a ten percent withholding clause per Education Code 14505.

Technology Support Fee

Given the rising technology costs all organizations are expending to serve and protect client information, we are adding a 5% technology and client support fee to all of our invoices. The fee combines technology expenses with client support costs and includes technology support, printing, communications, data security and storage, indirect engagement support costs and technical resource subscriptions. This is estimated and included in the fee table above.

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

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Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the Organization's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

DocuSigned by:

DA20FA268ABD478...
Lili Huang, CPA
Principal
626-857-7300
Lili.Huang@claconnect.com

Enclosure

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Response:

This letter correctly sets forth the understanding of Navigator Schools.

Authorized signature: _____

Title: _____

Date: _____

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Kristin Bennett

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Minneapolis, MN 55402

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Lili Huang

lili.huang@claconnect.com

Business Assurance Principal

CLA

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Kevin Sved

kevin.sved@navigatorschools.org

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Ami Ortiz

ami.ortiz@navigatorschools.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

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