



Community School for Creative Education

June 17th - CSCE Board Retreat

Date and Time

Saturday June 17, 2023 at 9:30 AM PDT

Location

2111 International Boulevard Oakland CA 94606

Join Zoom Meeting

<https://us06web.zoom.us/j/84337400292?pwd=MHBHbmNXNUphN2hSd050MUV0NWJLZz09>

Meeting ID: 843 [3740 0292](#)

Passcode: CSCE2111

Les

2499 S Lind Ave, Fresno CA 93725

Martha

22241 S Garden Ave Apt.4 Hayward ca 94541

Dr. Allegra

1430 N street Sacramento CA 95814

Grace Pang

300 Estudillo Ave, San Leandro, CA 94577

Rudolf Steiner, Motto of Social Ethics, 1920 (at end of first full year of first Waldorf School founded 1919)

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and when in the community the strength of each one is living.

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encuentra reflejada y en la comunidad vive la virtud de cada uno.

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出精彩。

Heilsam ist nur, wenn Im Spiegel der Menschenseele sich bildet die ganze Gemeinschaft Und in der
Gemeinschaft Lebet der Einzel Seele Kraft

Objective and 5 BIG GOALS

*CSCE annual objective is reaching 80% proficiency in ELA and Math for all student groups grades 3-8 measured
by NWEA MAP.*

*To achieve this school-wide objective over the next two years,
the CSCE has FIVE BIG GOALS*

Goal #1: Develop Waldorf-inspired, Common Core-aligned and equity-focused curriculum;

Goal #2: Test and document Waldorf-inspired, Common Core-aligned practices as measured in student and
adult learning outcomes;

Goal #3: Maintain a well-operated school environment in Operations, HR and Budget;

Goal #4: Maintain effective community outreach (including parents, community partners, policy and research
community); and

Goal #5: Launch long-term fundraising strategy for scale-up with financial stability

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:30 AM
A. Record Attendance			1 m
B. Call the Meeting to Order			
II. Closed Session Item			9:31 AM

	Purpose	Presenter	Time
A. "Public Employment (§ 54957) Title: Head of School & Director of Finance & Operations"	Vote	Allegra Alessandri	60 m
III. Open Session Report Out Item			10:31 AM
A. Head of School & Director of Finance & Operations Contract for 2022 - 2023	Vote	Allegra Alessandri	5 m
IV. Board Retreat			10:36 AM
A. 2022 - 2023 End of Year Board Reflection & Discussion	Discuss	Anastasia Prentiss	45 m
B. What is Waldorf Education?	Discuss	Allegra Alessandri	45 m
V. Consent Agenda			12:06 PM
A. May 18th board meeting minutes	Vote	Anastasia Prentiss	2 m
B. June 6th board meeting minutes	Vote	Anastasia Prentiss	2 m
VI. Academic Excellence			12:10 PM
A. Approval of CSCE Local Control Accountability Plan (LCAP) and Local Indicators for the 2023-24 School Year	Vote	Phillip Gedeon	20 m
B. CSCE 2023 - 2024 Org Chart	Vote	Phillip Gedeon	10 m
C. Instructional Partners Contract for 2023-2024	Vote	Phillip Gedeon	5 m
D. Swing Education Contract 23-24	Vote	Kimberly Palmore	5 m
E. Norton Staffing Agency Contract 23-24	Vote	Phillip Gedeon	5 m
F. Adriana San Millan Contract 23-24	Vote	Kimberly Palmore	5 m
G. The Education Team Contract 23-24	Vote	Kimberly Palmore	5 m
H. Ascend Contract 23-24	Vote	Kimberly Palmore	5 m
I. Maxim Staffing Contract 23-24	Vote	Kimberly Palmore	5 m
VII. Development			1:15 PM

	Purpose	Presenter	Time
A. Long-term facility update	FYI	Kimberly Palmore	10 m
B. Advancement Presentation	Vote	Kimberly Palmore	20 m
VIII. Finance			1:45 PM
A. 23-24 Budget Presentation	Vote	Kimberly Palmore	20 m
IX. Governance			2:05 PM
A. Wellness Policy Presentation	Vote	Kimberly Palmore	15 m
B. Board Meeting Dates for Summer	Vote	Anastasia Prentiss	10 m
C. Officers and Election Process	FYI	Anastasia Prentiss	10 m
X. Other Business			2:40 PM
A. Establish meeting(s) for summer	Vote	Anastasia Prentiss	10 m
B. Waldorf Activity	Discuss	Allegra Alessandri	60 m
XI. Closing Items			3:50 PM
A. Adjourn Meeting	Vote		

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Coversheet

What is Waldorf Education?

Section: IV. Board Retreat
Item: B. What is Waldorf Education?
Purpose: Discuss
Submitted by:
Related Material: CORE-PRINCIPLES.final.pdf

CORE PRINCIPLES OF THE ALLIANCE FOR PUBLIC WALDORF EDUCATION

Final. 11.08.16

Members of the Alliance for Public Waldorf Education are committed to the principles listed below. They ensure that Public Waldorf education is ever-evolving, and continuously renewed through practice, research, observation, and active reflection.

1. Image of the Human Being:

Public Waldorf education is founded on a coherent image of the developing human being.

- Each human being is a unique individual who brings specific gifts, creative potential, and intentions to this life. Public Waldorf education addresses multiple aspects of the developing child including the physical, emotional, intellectual, social, cultural, moral, and spiritual. Through this, each child is helped to integrate into a maturing whole, able to determine a unique path through life.
- Rudolf Steiner's educational insights are seen as a primary, but not exclusive, source of guidance for an understanding of the image of the human being.

2. Child Development:

An understanding of child development guides all aspects of the educational program, to the greatest extent possible within established legal mandates.

- Human development proceeds in approximate 7-year phases. Each phase has characteristic physical, emotional, and cognitive dimensions and a primary learning orientation.
- The Public Waldorf educational program, including the curriculum, teaching methodologies, and assessment methods, work with this understanding of human development to address the needs of the individual and the class in order to support comprehensive learning and healthy, balanced development.
- Our developmental perspective informs how state and federal mandates, including curriculum sequence, standardized testing, and college and career readiness, are met.

3. Social Change Through Education:

Public Waldorf education exists to serve both the individual and society.

- Public Waldorf education seeks to offer the most supportive conditions possible for the development of each student's unique capacities and for engendering the following qualities to work towards positive social change:
 - A harmonious relationship between thinking, feeling, and willing;
 - Self-awareness and social competence;
 - Developmentally appropriate, academically informed, independent thinking;
 - The initiative and confidence necessary to transform intentions into realities; and
 - An interest in the world, with active respect and a feeling of responsibility for oneself, one's community, and the environment.
- Such individuals will be able to participate meaningfully in society.

4. Human Relationships:

Public Waldorf Schools foster a culture of healthy relationships.

- Enduring relationships -- and the time needed to develop them -- are central to Public Waldorf education. The teacher works with each student and class as a whole to support relationship-based learning.
- Healthy working relationships with parents, colleagues, and all stakeholders are essential to the well being of the student, class, and school community. Everyone benefits from a community life that includes festivals, events, adult education, study, and volunteer activities.
- Public Waldorf education encourages collaboration in schools, within the Alliance for Public Waldorf Education, among all schools working out of a developmental approach, in conjunction with the broader field of education.

5. Access and Diversity:

Public Waldorf Schools work to increase diversity and access to all sectors of society.

- Public Waldorf schools respond to unique demands and cultures in a wide range of locations in order to provide maximum access to a diverse range of students. Schools work towards ensuring that students do not experience discrimination in admission, retention, or participation.
- Public Waldorf schools and teachers have the responsibility to creatively address the developmental needs of the students with the most inclusive possible approaches for all learners.
- The Public Waldorf program and curriculum is developed by the school to reflect its student population.

6. Collaborative Leadership:

School leadership is conducted through shared responsibilities within established legal structures.

- Faculty, staff, administration and boards of a Public Waldorf school collaborate to guide and lead the school with input from stakeholder groups. To the greatest extent possible, decisions related to the educational program are the responsibility of those faculty and staff with knowledge and experience of Rudolf Steiner's educational insights.
- Governance and internal administration are implemented in a manner that cultivates active collaboration, supportive relationships, effective leadership, consequential action, and accountability. A Public Waldorf school is committed to studying and deepening its understanding of best practices of governance appropriate to its stage of organizational development.

7. Schools as Learning Communities:

Public Waldorf schools cultivate a love of lifelong learning and self-knowledge.

- Public Waldorf education emphasizes continuous engagement in learning and self-reflective practices that support ongoing improvement. At the individual and classroom level, teachers reflect regularly on their observations of the students and of the educational process. Essential aspects of school-wide work and

professional development include self-reflection, peer review, faculty and individual study, artistic activity, and research.

- Rudolf Steiner is a primary, but not exclusive, source of guidance for developing an active inner, meditative life and an understanding of the dynamics within society.
- Public Waldorf schools encourage all community members to engage in active and ongoing ways to enhance their capacities as human beings through self-reflection and conscious social engagement.

Coversheet

June 6th board meeting minutes

Section: V. Consent Agenda
Item: B. June 6th board meeting minutes
Purpose: Vote
Submitted by:
Related Material: 2023_06_06_board_meeting_minutes.pdf

DRAFT



Community School for Creative Education

Minutes

6/6/23 CSCE BOARD MEETING

Date and Time

Tuesday June 6, 2023 at 6:00 PM

Location

2111 International Blvd, Oakland, CA 94606

<https://us06web.zoom.us/j/81415634228?pwd=dTc1SzVJZ1pPTGNkbVFORnlzYkRsZz09>

Meeting ID: 814 1563 4228

Passcode: CSCE2111

Les

27846 Tampa Ave., Hayward, 94544

Martha

22241 S Garden Ave Apt.4 Hayward ca 94541

Dr. Allegra

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Directors Present

A. Alessandri (remote), A. Prentiss, B. Kappenhagen, G. Pang (remote), M. Candido

Directors Absent

A. Barnes, L. Morones

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Prentiss called a meeting of the board of directors of Community School for Creative Education to order on Tuesday Jun 6, 2023 at 6:13 PM.

II. Consent Agenda

A. Approve May 17th board meeting minutes

Table

M. Candido made a motion to Table.

A. Alessandri seconded the motion.

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

Roll Call

M. Candido	Aye
L. Morones	Absent
B. Kopenhagen	Abstain
G. Pang	Aye
A. Prentiss	Aye
A. Barnes	Absent
A. Alessandri	Aye

B. May Check Register

M. Candido made a motion to Approve.

A. Alessandri seconded the motion.

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

Roll Call

A. Alessandri	Aye
L. Morones	Absent
B. Kopenhagen	Aye
A. Prentiss	Aye
M. Candido	Aye
G. Pang	Aye
A. Barnes	Absent

C. FY 22-23 Audit Engagement Letter

M. Candido made a motion to Approve.

A. Alessandri seconded the motion.

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

Roll Call

G. Pang	Aye
A. Barnes	Absent
B. Kopenhagen	Aye
A. Prentiss	Aye
A. Alessandri	Aye
M. Candido	Aye

Roll Call

L. Morones Absent

III. Academic Excellence

A. Public Hearing to Discuss Local Control Accountability Plan (LCAP) for the 2023-24 School Year

B. EOY Bonus for CSCE Staff

A. Alessandri made a motion to Approve.

M. Candido seconded the motion.

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

Roll Call

G. Pang Aye

A. Prentiss Abstain

M. Candido Aye

A. Alessandri Aye

B. Kopenhagen Aye

L. Morones Absent

A. Barnes Absent

IV. Governance

A. CharterSafe Renewal 23-24

A. Alessandri made a motion to Approve.

B. Kopenhagen seconded the motion.

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

Roll Call

A. Barnes Absent

M. Candido Aye

A. Prentiss Aye

B. Kopenhagen Aye

A. Alessandri Aye

G. Pang Aye

L. Morones Absent

B. June Board Draft Agenda Discussion

9 AM - 2 PM

June 17th, 2023

V. Closing Items

A.

Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:23 PM.

Respectfully Submitted,
A. Prentiss

Documents used during the meeting

- CSCE Check Register May 2023.pdf
- Community School for Creative Education Audit Engagement Letter 2022 - 23.pdf
- EOY Bonus Proposal 22-23.pdf
- Charter Safe Renewal 23-24.pdf

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Coversheet

Approval of CSCE Local Control Accountability Plan (LCAP) and Local Indicators for the 2023-24 School Year

Section: VI. Academic Excellence
Item: A. Approval of CSCE Local Control Accountability Plan (LCAP) and Local Indicators for the 2023-24 School Year
Purpose: Vote
Submitted by:
Related Material:
2023_Local_Control_and_Accountability_Plan_Community_School_for_Creative_Education_20230622.pdf

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Community School for Creative Education

CDS Code: 01 10017 0123968

School Year: 2023-24

LEA contact information:

Phillip Gedeon

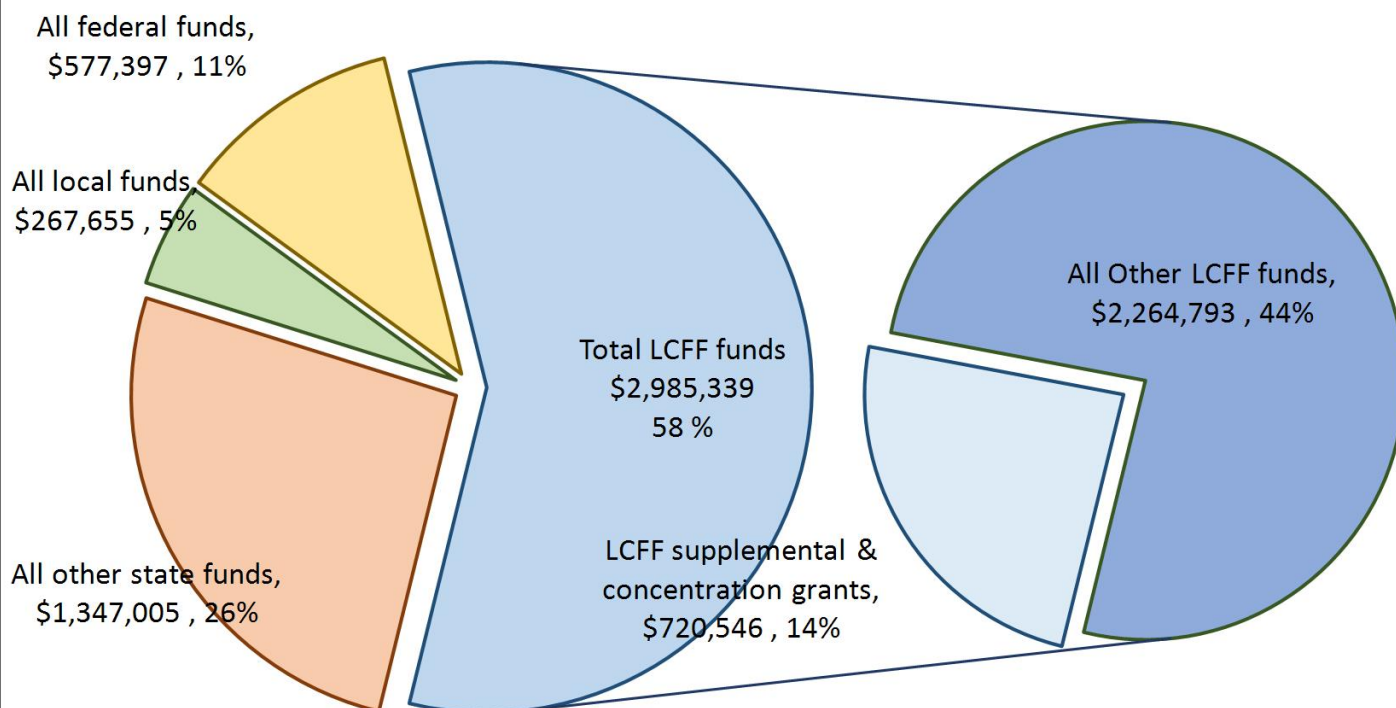
Head of School

510-686-4131

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

Projected Revenue by Fund Source

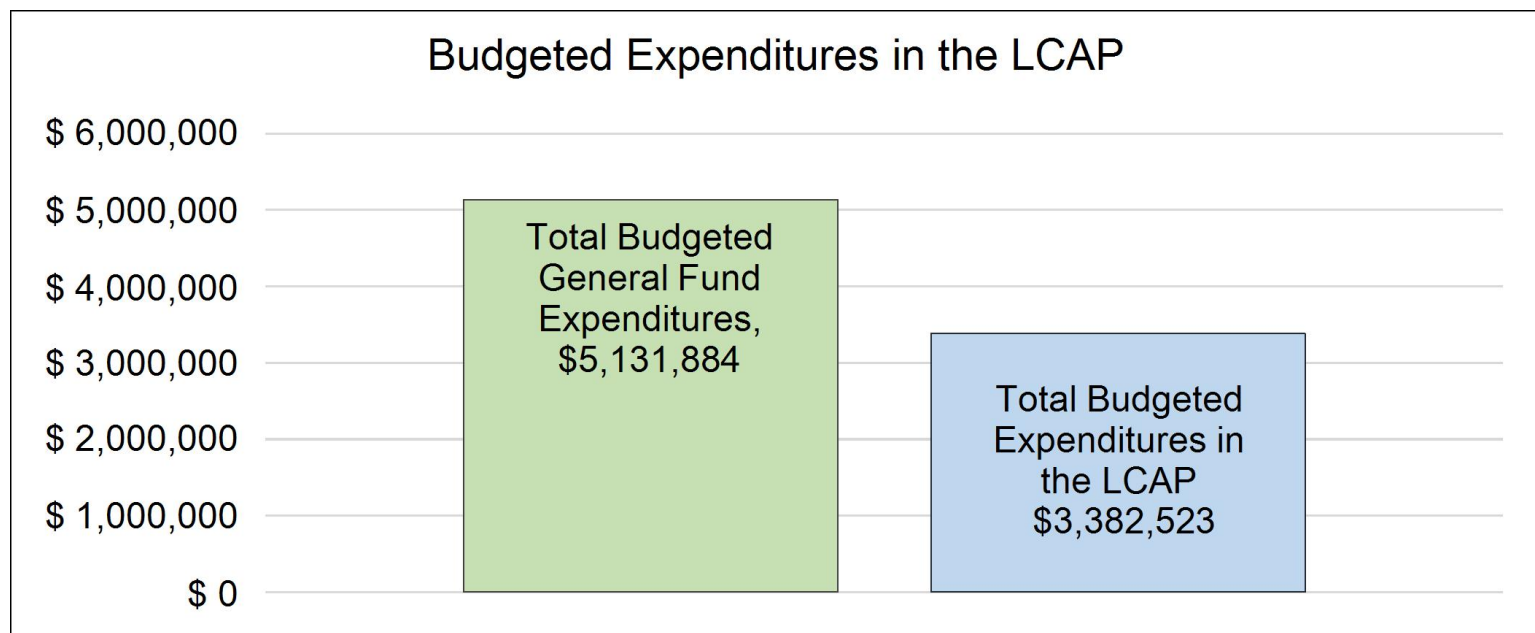


This chart shows the total general purpose revenue Community School for Creative Education expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Community School for Creative Education is \$5,177,396, of which \$2,985,339 is Local Control Funding Formula (LCFF), \$1,347,005 is other state funds, \$267,655 is local funds, and \$577,397 is federal funds. Of the \$2,985,339 in LCFF Funds, \$720,546 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Community School for Creative Education plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

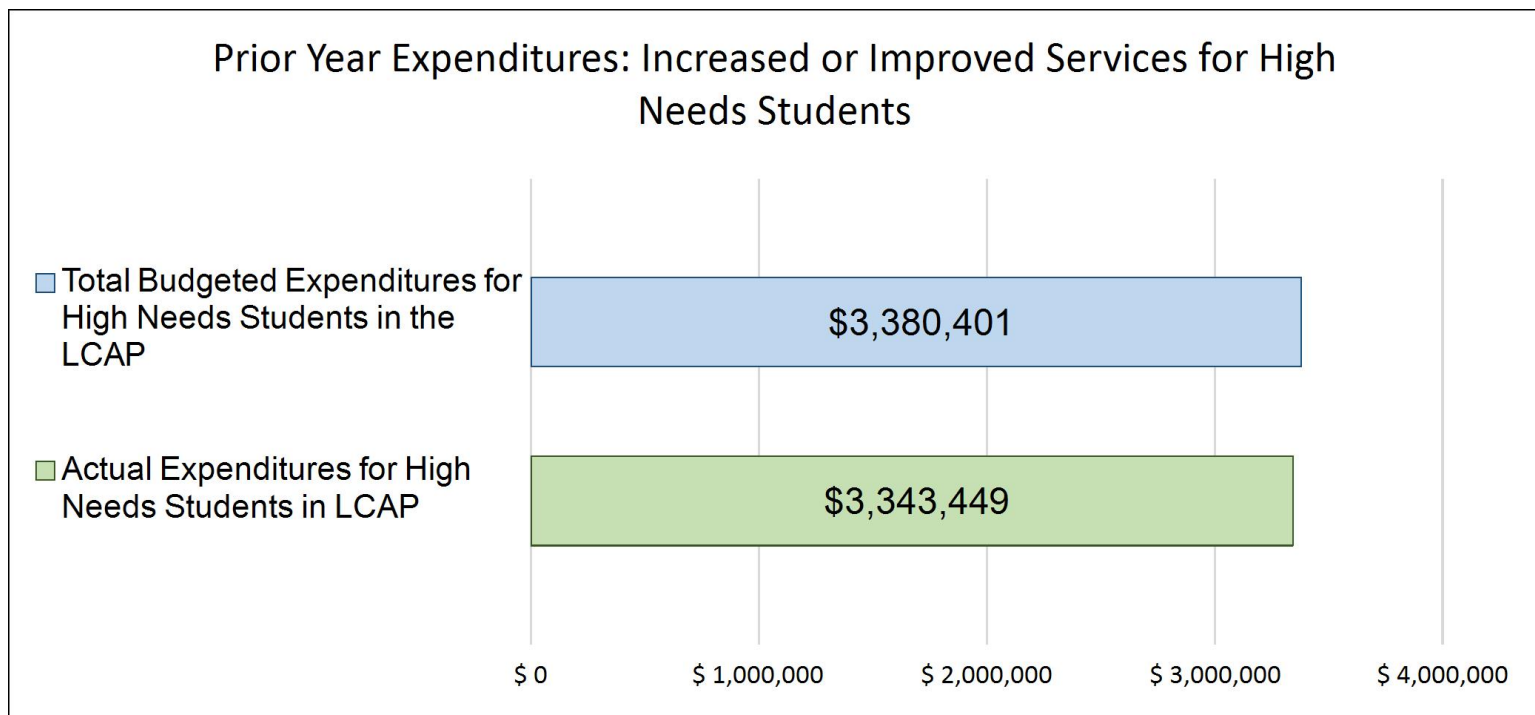
The text description of the above chart is as follows: Community School for Creative Education plans to spend \$5,131,884 for the 2023-24 school year. Of that amount, \$3,382,523 is tied to actions/services in the LCAP and \$1,749,361 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Community School for Creative Education is projecting it will receive \$720,546 based on the enrollment of foster youth, English learner, and low-income students. Community School for Creative Education must describe how it intends to increase or improve services for high needs students in the LCAP. Community School for Creative Education plans to spend \$2,310,388 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Community School for Creative Education budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Community School for Creative Education estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Community School for Creative Education's LCAP budgeted \$3,380,401 for planned actions to increase or improve services for high needs students. Community School for Creative Education actually spent \$3,343,449 for actions to increase or improve services for high needs students in 2022-23.

The difference between the budgeted and actual expenditures of \$36,952 had the following impact on Community School for Creative Education's ability to increase or improve services for high needs students:

We were able to increase and improve services while spending slightly less than anticipated.

Local Control and Accountability Plan

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Community School for Creative Education	Phillip Gedeon Head of School	headofschool@communityschoolforcreativeeducation.org 510-686-4131

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Community School for Creative Education (CSCE) TK-8, now entering its thirteenth year, is among the most diverse schools in one of the most diverse neighborhood- San Antonio, and among one of the most diverse cities nationally- Oakland, California. CSCE serves its community through its first-of-a-kind intercultural Waldorf, standards-aligned, equity-focused full-service community model. It serves students by 'braiding' Waldorf strategies and methods with other best practices within a Waldorf equity-focused framework. CSCE realizes its goal in partnership with key allies. Allies span from local groups, including Faith in Action East Bay (Formerly Oakland Community Organizations/OCO), Israelite Baptist Church, Families in Action and Attitudinal Healing Connection Oakland to countywide, such as the Alameda County Food Bank, to statewide such as California Charter Schools Association (CCSA). National and international allies include the Friends of Waldorf Education, Waldorf Emergency Pedagogy, the Waldorf research and training Alanus University in Bonn, Germany, and parents' organizations such as the Waldorf School Zenzeleni in Cape Town South Africa, and the Cheng Du Waldorf School in Cheng Du China.

We are the country’s first Transitional K-8 Grade Intercultural Public Waldorf School. It is proud to be an equity-focused Full Service Community School.

Our Vision Is:

The Community School for Creative Education envisions a future in which: all children have access to quality education; all children experience success in community and career; and youth voices contribute in valued and meaningful ways to the success of a thriving, equitable, and multi-cultural society.

Our Mission Is:

To achieve our vision, the Community School for Creative Education is a TK through 8th grade charter school that partners with families and communities to serve the richly diverse students of Oakland, California. The school is committed to promoting equity in education by providing a rigorous, standards-based academic program integrated into a culturally rich, arts-infused curriculum and guided by ongoing assessment. Through nurturing the whole child – head, heart, and hands – our school prepares culturally competent, well-rounded, lifelong learners and leaders to be college-ready, confident and culturally competent, and prepared to lead, contribute to, and successfully participate in our rapidly changing multicultural society.

CSCE Mission and “What Do We Stand For”:

Our Mission is inspired by the Rudolf Steiner Waldorf methodology to partner with families and communities to provide a rigorous, highly personalized, college preparatory program integrated into a culturally rich, arts-infused curriculum for the diverse students of Oakland.

The School Rests on Three Pillars:

"We take care of SELF"

"We take care of OTHERS"

"We take care of our SPACE"

We commit to:

- Provide a Common-Core -aligned curriculum
- Be inspired by Waldorf principles
- Stay focused on equity & create change in our society's structure by helping all children to succeed in school and in life.

These pillars provide the school's foundation and direction.

We commit to knitting these together as a professional learning community continuously refining and reflecting on data as we go. We "Recognize Learning to Read" as a key portal on the path: We recognize: Learning to read well is the cornerstone of creating equitable outcomes for our children.

We do it through integration of:

- Direct and systematic phonics instruction, close reading, guided reading, shared reading and interactive reading in Reader's and Writer's workshop

- Core Waldorf practices: Teaching through the artistic; employing main lesson; main lesson book; reinforcement through subjects. We follow cutting-edge learning theory by drawing from Waldorf practices in our lesson design which moves from whole (the story) to part (direct instruction) and back to whole (the artistic activity).

We Aim to Be Preventive Rather Than Reactive.

The aim of CSCE is to focus on prevention, intervention, and acceleration of all students in a developmentally rich way.

To achieve this goal, we are committed to create a process similar to Multiple Response to Intervention (M-RTI) and Positive Behavior Interventions and Supports (PBIS) that together provide staff a routine systematic way to identify students in need early on so they can be provided with appropriate interventions.

Reflections: Successes

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

One major success for Community School for Creative Education is in reduction in the Suspension Rate and English Learner indicators.

The success of having a 0.9% suspension rate can be attributed to the use of restorative practices and alternatives to suspension. We understand that behavior is a form of communication and action of unmet needs. Supporting students in identifying the root cause and coming up with alternative positive actions has generated an improvement in self-reflection and behavior management.

Social Emotional Wellness: Morning social-emotional learning lessons/experiences in support of mental health and readiness for the learning school day; when needed our Dean of Student, mental health counselor, Academic Programs and Community Partners Coordinator and school admin push into classrooms to address learning social and emotional learning needs. Having staff model for students the appropriate ways of navigating conflict or emotional moments has proven to be a valuable tool for teachers in empowering students to help students build social emotional skills for nurturing positive relationships, managing emotions, and setting personal goals that can be utilized at school and in life.

In 21-22, we raised our reclassification rate from 50% to 66.7%. Consistent data monitoring for English Learner Progress has been a key component in increasing achievement for English Learners. We created the Multilingual Learner Intervention Specialist position to increase monitoring, designated time and ongoing supports and interventions throughout the school year.

Reflections: Identified Need

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

Community School for Creative Education's 2022 California School Dashboard shows no "Not Met" for all local indicators due to not having uploaded the annual reflection responses to the Dashboard before the September deadline. Internal steps were established to ensure that annual reflections for local indicators are uploaded to the dashboard prior to the September deadline.

Community School for Creative Education met the criteria to be eligible for ATSI (Additional Targeted Support & Improvement) in the 2022-23 school year. Schools are eligible for ATSI in 2022-23 if one or more subgroups meets the following criteria: All indicators at the lowest status level but one indicator at another status level on the 2022 California School Dashboard. On Community School for Creative Education's 2022 California School

Dashboard, 62.1% of students were chronically absent, English Language Arts achievement is Low and Mathematics achievement is very low. Community School for Creative Education plans to continue efforts to increase attendance, including informing parents and students about the importance of regular school attendance for student academic achievement and growth. Funds have been allocated for the creation of the Extended Learning Opportunities Program Coordinator to serve as the primary point person for the daily monitoring, family outreach and coordination of services.

CSCE's internal analysis identified areas of growth in supporting EL and SPED subgroups, lowering the Chronic Absenteeism rate, and supporting teachers in implementing all standards, including NGSS. CSCE plans to continue to support multilingual learners through the Multilingual Learning Intervention Specialist position and the development of an Intervention designated course taught by a credentialed educator.

Academic Achievement: ELA and Math

Community School for Creative Education students demonstrated a significant decline in both school-wide and within student groups in their ELA and Math mastery on the CAASPP. However, our focus remains on the needs of English Learners, Black/African American Students and Students with Disabilities, student groups which are making similar growth to other groups but demonstrate lower percentages of proficiency. To address these student groups' needs, we have put the following in place:

Assessments and Data Driven Instruction – We continue to administer the NWEA Diagnostic Assessments as a measure of academic progress and growth to students in 3-8th. Data from this assessment and others help us identify and provide targeted interventions to students struggling, set goals, and monitor progress. To refine these systems next year, we will focus heavily on the process of Teacher and Student Data

Chats, ensuring that every student at the school has met with their teacher to review their progress and set goals, and every teacher has met with administrators to do the same.

After School Tutoring Program – A pilot program for selected students to receive additional one-on-one instruction in a quiet and safe environment.

COST and Intervention - We have strengthened our COST (Coordination of Student Team) and Intervention systems as systematic approaches to support our students' learning loss. Monitoring data and individual academic achievement has been key to providing our students the intervention necessary, particularly for our Student Groups. Through our Coordination of Services Team (CoST) we are able to collectively study each student who needs immediate academic or behavioral support.

Summer Learning Lab – We implemented a Summer Learning Lab to ensure students received increased academic and social support, and to counteract the “summer slide.” CSCE staff provided the programming and differentiation to extend learning opportunities for students in key academic areas as well as enrichment. Programming included targeted summer learning specifically for the highest needs students based on data, as well as new students entering CSCE.

LCAP Highlights

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

We were able to increase student achievements with several sub-groups, increased school/community connectedness, and maintained a highly qualified teacher in every classroom, thus advancing to fulfill our three LCAP goals across a range of metrics as detailed.

Our Accountability is To Ourselves: We commit to conducting ongoing inquiry together around focus areas, collecting data and Reflecting on outcomes (Cycle of Inquiry). By inquiring and assessing frequently, regularly and using multiple measures, we learn how to do our work better. We engage multiple modalities and interdisciplinary curriculum drawing from Waldorf.

Our goal is to: Meet Common-Core Standards: 80% of 5th graders and beyond will meet or exceed standards in both English Language Arts and Math.

Specifically, in reading, our target is:

- By end of first grade, a fluency rate of 60 words per minute
- By end of third grade, a fluency rate of 110 words per minute
- By end of fifth grade, a fluency rate of 140 words per minutes

Do that and more: Develop life-long leaders by harnessing Waldorf inspired methods

Do that for all: Both those who are "school dependent" (dependent learners) and those who are not (independent learners)

Comprehensive Support and Improvement

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

Schools Identified

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

not applicable

Support for Identified Schools

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

not applicable

Monitoring and Evaluating Effectiveness

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

not applicable

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

CSCE is committed to meaningfully engage in the planning process educational partners including staff, students, families and the community. CSCE invites educational partner engagement throughout the school year through a variety of means, including meetings, surveys, and informal conversations. CSCE values input from a variety of partners, including teachers, administrators, school staff, parents and students, in decisions that impact the educational program and student services.

Met engagement actions and information include:

1. Monthly Community Chats with the Head of School
2. Meetings with CSCE English Learner Advisory Committee [ELAC]

Purpose: To review student achievement data as part of an annual comprehensive needs assessment during their fall meetings to determine the school's areas of strength and greatest areas of growth. These committees are led by the Head of School and the Multilingual Learner Intervention Specialist and include school teachers, staff and parents, including parents of English Learners. The committees serve as the school's parent advisory and English Learner parent advisory councils. All parents, including parents of students with special needs, are encouraged to attend committee meetings. Committee meetings are open to the entire school community, with notices provided to all parents and agendas posted publicly in advance of the meetings. Translation is provided at meetings as needed.

3. Head of School, Assistant Head of School and Academic Programs and Community Partners Coordinator Meetings

Purpose: To regularly review data related to student achievement, student outcome, and school climate, reflecting on areas of greatest need to inform the school's goals. School data is also shared with all teachers to provide additional input through staff professional development and coaching meetings.

4. Public Hearing: June 6, 2023
5. Adoption by Board of Trustees: June 17, 2023

A summary of the feedback provided by specific educational partners.

Feedback from families and staff helped us secure budget priorities around sustained support to our students with special needs and building maintenance. The feedback from staff helped us identify the key need to learn to leverage LCAP more strategically as formative reflection and accountability tool going forward. It guides us to facilitate CORE Panorama Surveys for students, staff and families again two times a year going into 2023-24.

Feedback from teachers and school leaders identified the English Learner student group as a priority. Teachers expressed needing ongoing Professional Learning throughout the year in discussions focused on the importance of building academic vocabulary. Additional feedback from both teachers and school leaders focused on how to address learning gaps, and what needs to be done now to prepare students for the next grade level, including intervention and reteaching. Teacher and school leader input also supported the need for additional Instructional Assistants to provide individual and small group support within the classrooms as well as a Reading Intervention Teacher to provide targeted support in a small group setting outside of the classroom.

Parent feedback indicated strong support for the school's communication and supports during the school year. There was positive parents feedback regarding school curricular programs. Parent input did express a desire to continue to focus on educating the whole child, incorporating art and social emotional education and programs.

Student input indicated strong academic motivation and high expectations of adults in school. However, fewer students expressed a feeling of school connectedness and meaningful participation.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

We chose to sustain and deepen the LCAP priorities from 2021 as the stakeholder feedback directed us to continue and intensify rather than redirect.

Goals and Actions

Goal

Goal #	Description
1	Increase student achievement for all students

An explanation of why the LEA has developed this goal.

Data analysis from multiple sources detailed above directed this goal setting. These included NWEA MAP - as proxy for SBAC - Suspension Chronic Absenteeism Teacher Report

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
SBAC ELA All Students	-41.9 DfS 2018-19	-26.9 DFfS 2021-22			-6.9 DfS
SBAC ELA African American	--31.2 DfS 2018-19	-16.2 DfS 2021-22			-6.2 DfS
SBAC ELA English Learners	-54.8 DfS 2018-19	-34.8 DfS 2021-22			-14.8 DfS
SBAC ELA Latino	-58.3 DfS 2018-19	-38.3 DfS 2021-22			-8.3 DfS
SBAC ELA Socioeconomically Disadvantaged	-42.2 DfS 2018-19	-27.2 DfS 2021-22			-7.2 DfS
SBAC ELA Students with Disabilities	-53.9 Dfs 2018-19	-27.2 DfS 2021-22			-13.9 DfS
SBAC Math All Students	-63.6 DFS 2018-19	-48.6 DfS 2021-22			-25.0 DfS
SBAC Math African American	-55.3 DfS 2018-19	-40.3 DfS 2021-22			-22.3 DfS

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
SBAC Math English Learners	-71.1 DfS 2018-19	-51.1 DfS 2021-22			-25.0 DfS
SBAC Math Latino	-82.0 DfS 2018-19	-62.0 DfS 2021-22			-32.0 DfS
SBAC Math Socioeconomically Disadvantaged	-65.9 DfS 2018-19	-50.9 DfS 2021-22			-25.0 DfS
SBAC Math Students with Disabilities	-66.9 DfS 2018-19	-51.9 DfS 2021-22			-25.0 DfS
Suspension All Students	4.7% 2018-19	3.7% 2021-22			3.1%
Suspension African American	7.0% 2018-19	4.0% 2021-22			2.7%
Suspension Asian	0.0 2018-19	0.5% 2021-22			0.5%
Suspension Latino	3.4% 2018-19	3.1% 2021-22			2.5%
Suspension Two or More Races	17.4% 2018-19	6.0% 2021-22			2.7%
Suspension Socioeconomically Disadvantaged	5.4% 2018-19	4.4% 2021-22			3.1%
Suspension Students with Disabilities	23.8% 2018-19	6.0% 2021-22			2.5%
Chronic Absenteeism All Students	23.2% 2018-19	17.2% 2021-22			11.2%
Chronic Absenteeism African American	37.3% 2018-19	20.0% 2021-22			11.0%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Chronic Absenteeism Asian	7.7% 2018-19	7.2% 2021-22			6.2%
Chronic Absenteeism English Learners	14.6% 2018-19	11.6% 2021-22			9.4%
Chronic Absenteeism Latino	20.2% 2018-19	14.2% 2021-22			9.5%
Chronic Absenteeism Two or More Races	33.3% 2018-19	20.0% 2021-22			11.0%
Chronic Absenteeism Socioeconomically Disadvantaged	25.6% 2018-19	19.6% 2021-22			13.6%
Students with Disabilities	24.4% 2018-19	18.4% 2021-22			12.4%
Suspensions English Learners	3.9%	3.6% 2021-22			3.0%

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	CORE	<p>Action 1.1: Implement Guided Reading Groups to meet students' individual needs as identified by reading assessments: Fountas & Pinnell, ELPAC, NWEA MAP, SBAC (1.1, 1.2, 1.4)</p> <p>a. All classroom teachers do Reading Workshop and Writing Workshop models review, grade-level and vertical team planning; teachers not yet CLEARed receive regular session with in-house BTSA coach; all teachers receive choice every trimester to model lesson, observe a lesson or be observed; all receive trimester support in planning upcoming block, and support implementation year round through walk-throughs from Head of School and Assistant Head of</p>	\$904,290.24	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>School and other members of the Instructional Leadership Team (ILT), and/or at regular intervals joined by Instruction Partners and Waldorf Coaches using the CSCE Classroom Observation Tool and Planning Tool Use designed in collaboration with Instruction Partners 2023-2024. The Instruction Partners Coach will support throughout the year both classroom walk throughs and block design.</p> <p>b. Administer assessments for identified students every four weeks for those below grade level in reading, and for all every eight weeks to track and regroup students according to their progress.</p> <p>C.Continue to strengthen and test Waldorf inspired integrated MTSS plan (M-RTI and PBIS/Restorative Justice) to identify and support students who are not making progress and accelerate reading instruction accordingly.</p> <p>c. Increase teacher collaboration time to review data and plan individualized instruction through dedicated time every Wednesday joined with planned review of data after every testing window during Wednesday collaboration.</p>		
1.2	Actions for English Learners and Other Groups not at grade level	<p>Action 1.2. Provide a comprehensive summer program to accelerate students below proficient</p> <p>a. Offer 4-week Summer Learning Lab from June 5, 2022 - June 29, 2023;</p> <p>b. Utilize student performance pre- and post-standardized assessment</p> <p>c. Use ELPAC Scores and disaggregated Fountas and Pinnell and NWEA scores to individualize ELD instruction</p>	\$35,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.3	CORE	<p>Action 1.3: Maintain accurate data</p> <p>a. Purchase student data and demographic warehouse platform.</p> <p>b. Provide training administration and front office on data entry, required Ed Code training and all civil rights requirements.</p> <p>b. Train teachers to conduct data entry, required Ed Code and all civil rights requirements;</p>	\$11,196.33	Yes
1.4	CURRICULUM DESIGN AND PLANNING	<p>1.4: Continue to strengthen alignment to Common Core ELA & Math, English Language Development Standards and Next Generation science Standards (NGSS)</p> <p>a. Braid Waldorf methods with ELA EL-Education Units to build teacher-refined Waldorf-ELA EI-Education whole child focused intercultural ELA units;</p> <p>b. Braid Waldorf methods with Eureka Math (TK-5) and CPM Math (6-8) to build teacher-refined Waldorf whole-child focused culture-sustaining intercultural Math units;</p> <p>c. Braid Waldorf methods with FOSS Kits and Calculus Roundtable Lessons Units to build teacher-refined Waldorf- Science whole child focused culture-sustaining intercultural units;</p> <p>d. Support instructional coaching sessions through Instruction Partners and Waldorf Coach Team to assist staff in detailing and implementing of Waldorf inspired EI-Education v2 blocks and aligned Math, Science and Social Studies blocks that are culture-sustaining and developmentally appropriate engaging head heart and hand 2022-2023.</p>	\$216,750.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.5	PROFESSIONAL DEVELOPMENT AND COLLABORATION	<p>Action 1.5: Teachers are given a curriculum framework for the Common Core Standards, as well as the Next Generation Science Standards. The framework will help teachers to have a better understanding of the curriculum and standards for their specific grade level.</p> <p>a. Teachers have created Waldorf-inspired CCSS curricular blocks that have integrated and aligned ELA and the NGSS or the Social Studies State Standards. Teachers will also be refining these blocks to enhance learning.</p> <p>b. Throughout the year teachers will meet with in-house Assistant Head of School, other members of Instructional Leadership Team, Instruction Partners Coach and Waldorf Coach Team.</p>	\$10,000.00	Yes
1.6	Staffing: Credentialed (Administration & Instructional)	<p>Salaries and benefits for the following credentialed staff members:</p> <ul style="list-style-type: none"> • Head of School • Dean of Student Culture • SPED Program Leadership • 2 SPED Teachers • 1 ERMHS Clinicians • 1 Counselor • Behavioral Intervention Specialist • Speech & Language Pathologist 	\$1,032,683.04	Yes
1.7	Staffing: Classified	<p>Salaries and benefits for the following classified staff members:</p> <ul style="list-style-type: none"> • HR/Finance Staff • Office Manager • Multilingual Learners Intervention Specialist • Instructional Assistants 	\$979,464.01	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Behavioral Aides • Technology Coordinator • Food Service / Office Clerk • ELOP Coordinator • Development Manager3 		

Goal Analysis [2022-23]

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

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

All actions for Goal 1 were implemented as planned, without any substantive differences.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

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

The actions under this goal were effective in increasing academic achievement. Although SBAC scores are lower than the State average, Community School for Creative Education is committed to ensuring strong student growth in Reading and Math on NWEA so that students are meeting their "Progress to Annual Typical Growth" within one calendar school year.

All actions had a positive impact on progress toward the goals, as evidenced by the school maintaining a high reclassification rate and EL Progress Indicator rate, both of which outperformed the statewide average.

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

There are no changes planned for the goal, metrics, outcomes, or actions for the next year.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Increase school/community connectedness by promoting a safe and welcoming school environment for all families and students so that all students are in their classes ready to learn on time.

An explanation of why the LEA has developed this goal.

Data analysis from multiple sources detailed above directed this goal setting.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Chronic Absenteeism All Students	23.2% 2018-19	17.2% 2021-22			9.5%
Chronic Absenteeism African American	37.3% 2018-19	20.0% 2021-22			9.3%
Chronic Absenteeism Asian	7.7% 2018-19	7.2% 2021-22			5.7%
Chronic Absenteeism English Learners	14.6% 2018-19	11.6% 2021-22			8.9%
Chronic Absenteeism Latino	20.2% 2018-19	14.2% 2021-22			9.0%
Chronic Absenteeism Two or More Races	33.3% 2018-19	20.0% 2021-22			9.3%
Socioeconomically Disadvantaged	25.6% 2018-19	19.6% 2021-22			10.6%
Students with Disabilities	24.4% 2018-19	18.4% 2021-22			10.7%

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	School Community Connectedness	CORE OR SUPPLEMENTAL Action 2.1: Maintain CSCE Attendance Policy Increase attendance to achieve 93% 2023-2024		No
2.2	School Community Connecteness	CORE or Supplemental Action 2.2: Continue to work in partnership with Faith in Action East Bay (“FIAEB”) formerly Oakland Community Organizations, and Families in Action for Quality Schools, to build strong parent leadership and powerful volunteer culture in the school and community. Use surveys throughout the school year to determine effectiveness.		No
2.3	SCHOOL COMMUNITY CONNECTEDNESS	CORE OR SUPPLEMENTAL Action 2.3: Work in partnership with Families in Action for Quality Schools and FIAEB to build strong parent engagement employing leadership summits and trainings, one to ones, sign-in sheets, surveys, press releases and publications.	\$2,520.00	No Yes
2.4	SCHOOL COMMUNITY CONNECTEDNESS	CORE OR SUPPLEMENTAL Action 2.4: a. Implement, align to CSCE core Waldorf strategies and support school-wide Waldorf-Inspired MBSS (M-RTI- PBIS/Restorative		No Yes

Action #	Title	Description	Total Funds	Contributing
		Justice) behavior plan and linked culture-sustaining positive behavioral processes and intervention to meet the needs of students in danger of suspension; b. Measure progress through chronic absenteeism rates and CORE student surveys.		
2.5	SCHOOL COMMUNITY CONNECTEDNESS	Action 2.5 a. Continue to support food safety and food dignity through Alameda County Food Bank Partnership for CSCE Mobile Food Pantry	\$20,000.00	No
2.6	CORE	Action 2.6 Utilize, strengthen and continue to document Waldorf strategies - a. Morning Whole School and Classroom Circle/Advisory b. Storytelling drawing from stories shared by families in Parents Families in Action gatherings around year round Stories & Festival Design c. Main Lesson Book Design Utilize MTSS Pyramid Data Analysis to track student, and sub group growth.	\$27,000.00	Yes
2.7	INTERVENTION	Action 2.7 a. Utilize MTSS Pyramid Data Analysis to track student, and sub group growth.		Yes

Goal Analysis [2022-23]

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

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

All actions for Goal 2 were implemented as planned, without any substantive differences.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

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

The actions were effective in making progress toward the goal, as evidenced by the increased percentage in students who indicated strong feelings of school connectedness on the School Climate Assessment Instrument by SENECA and CORE Student Survey: SEL Competencies Panorama Survey, which now is above the state average. Additional focus in the coming year will be on reducing chronic absenteeism.

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

There are no changes planned for the goal, metrics, outcomes, or actions for the next year.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Goal 3.1 Maintain a highly qualified teacher in every classroom; Goal 3.2 Strengthen our outcome-based plan and regularly monitor its implementation; Goal 3.3 Maintain all necessary instructional materials aligned to Common Core and our Waldorf inspired Standards-aligned program; Goal 3.4 Maintain clean facilities.

An explanation of why the LEA has developed this goal.

Data analysis from multiple sources detailed above directed this goal setting.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Goal 3.1 Count of highly qualified Teachers	100% 2020-21	100% 2021-22			100%
Goal 3.4 Norcal Cleaning Check Register Inventory	100% 2020-21	100% 2021-22			100%
Goal 3.3 2022-23 Williams Act Monitoring Process	NA	High Ranking			High Ranking
Goal 3.2	Rating of 2.5 on Instruction Partners	Rating of 3.5 on Instruction Partners			Rating of 4.5 on Instruction Partners

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
2022-22 Instruction Partners CSCE Walk Through Tool - Focus Student Engagement	CSCE Walk Through Observation Rubric Tool Focus Student Engagement - Scale 1-5	CSCE Walk Through Observation Rubric Tool Focus Student Engagement - Scale 1-5			CSCE Walk Through Observation Rubric Tool Focus Student Engagement - Scale 1-5

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	TEACHING and LEARNING	<p>CORE OR SUPPLEMENTAL Action 3.1</p> <p>Students receive instruction from teachers with appropriate State certification and licensure (following ESSA).</p>		No
3.2	Teaching and Learning	<p>Action 3.2</p> <p>Through process of regular LCAP review, school will strengthen plan how to best support the academic needs of all students, with intensity for Economically Disadvantaged students English Learners, (see Goal 1), and monitor on a regular basis.</p>		Yes
3.3	CORE	<p>Action 3.3:</p> <p>Students receive required instructional materials.</p>	\$14,020.00	Yes
3.4	Facilities	Action 3.4	\$129,600.00	No

Action #	Title	Description	Total Funds	Contributing
		Facilities are clean, safe, and well-maintained (Williams Act).		

Goal Analysis [2022-23]

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

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

All actions for Goal 3 were implemented as planned, without any substantive differences.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

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

Community School for Creative Education achieved a score of “Exemplary” and needs for repairs and maintenance were responded to quickly ensuring our school remains safe for all students, staff and visitors

Instructional materials for the following school year are purchased in advance of the start of the school year so that educators and students have what they need to engage effectively in teaching and learning. As educators expressed a need for additional materials or, for example, print materials to supplement digital materials, requests were fulfilled to mitigate obstacles or interruptions to learning.

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

There are no changes planned for the goal, metrics, outcomes, or actions for the next year.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.
 A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

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

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

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.
 A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

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

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

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$720,546	\$49,336

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
32.69%	0.00%	\$0.00	32.69%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

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

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

CSCE is using its one-time and increased LCFF funding to increase intervention, ELD, and differentiated supports. CSCE is participating in the CEP provision 2 program, to provide increased food services to all students.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		1:32
Staff-to-student ratio of certificated staff providing direct services to students		1:10

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$2,310,388.63	\$505,273.79	\$20,000.00	\$546,861.20	\$3,382,523.62	\$3,056,288.29	\$326,235.33

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	CORE	English Learners Foster Youth Low Income	\$904,290.24				\$904,290.24
1	1.2	Actions for English Learners and Other Groups not at grade level	English Learners Foster Youth Low Income				\$35,000.00	\$35,000.00
1	1.3	CORE	English Learners Foster Youth Low Income	\$7,296.33			\$3,900.00	\$11,196.33
1	1.4	CURRICULUM DESIGN AND PLANNING	English Learners Foster Youth Low Income	\$216,750.00				\$216,750.00
1	1.5	PROFESSIONAL DEVELOPMENT AND COLLABORATION	English Learners Foster Youth Low Income	\$5,000.00			\$5,000.00	\$10,000.00
1	1.6	Staffing: Credentialed (Administration & Instructional)	English Learners Foster Youth Low Income	\$703,132.56	\$225,680.92		\$103,869.56	\$1,032,683.04
1	1.7	Staffing: Classified	English Learners Foster Youth Low Income	\$444,399.50	\$265,572.87		\$269,491.64	\$979,464.01
2	2.1	School Community Connectedness	All					
2	2.2	School Community Connecteness	All					

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.3	SCHOOL COMMUNITY CONNECTEDNESS	All	\$2,520.00				\$2,520.00
2	2.4	SCHOOL COMMUNITY CONNECTEDNESS	All					
2	2.5	SCHOOL COMMUNITY CONNECTEDNESS	All			\$20,000.00		\$20,000.00
2	2.6	CORE	English Learners Foster Youth Low Income	\$27,000.00				\$27,000.00
2	2.7	INTERVENTION	English Learners Foster Youth Low Income					
3	3.1	TEACHING and LEARNING	All					
3	3.2	Teaching and Learning	English Learners Foster Youth Low Income					
3	3.3	CORE	English Learners Foster Youth Low Income		\$14,020.00			\$14,020.00
3	3.4	Facilities	All				\$129,600.00	\$129,600.00

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$2,203,908	\$720,546	32.69%	0.00%	32.69%	\$2,310,388.63	0.00%	104.83 %	Total:	\$2,310,388.63
								LEA-wide Total:	\$1,133,336.57
								Limited Total:	\$0.00
								Schoolwide Total:	\$1,177,052.06

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	CORE	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$904,290.24	
1	1.2	Actions for English Learners and Other Groups not at grade level	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.3	CORE	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$7,296.33	
1	1.4	CURRICULUM DESIGN AND PLANNING	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$216,750.00	
1	1.5	PROFESSIONAL DEVELOPMENT AND COLLABORATION	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$5,000.00	
1	1.6	Staffing: Credentialed (Administration & Instructional)	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$703,132.56	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.7	Staffing: Classified	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$444,399.50	
2	2.3	SCHOOL COMMUNITY CONNECTEDNESS	Yes	Schoolwide			\$2,520.00	
2	2.4	SCHOOL COMMUNITY CONNECTEDNESS	Yes	Schoolwide				
2	2.6	CORE	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$27,000.00	
2	2.7	INTERVENTION	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools		
3	3.2	Teaching and Learning	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools		
3	3.3	CORE	Yes	Schoolwide	English Learners Foster Youth Low Income			

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$3,380,401.00	\$3,343,449.53

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	CORE	Yes	\$325,000.00	\$325,000.00
1	1.2	Actions for English Learners and Other Groups not at grade level	Yes	\$35,000.00	\$35,000.00
1	1.3	CORE	Yes	\$25,000.00	0
1	1.4	CURRICULUM DESIGN AND PLANNING	Yes	\$250,000.00	\$250,000.00
1	1.5	PROFESSIONAL DEVELOPMENT AND COLLABORATION	No Yes	\$75,000.00	\$75,000.00
1	1.6	Staffing: Credentialed (Administration & Instructional)	Yes	\$1,661,364.00	\$1,672,570.04
1	1.7	Staffing: Classified	Yes	\$870,537.00	\$847,379.49
2	2.1	School Community Connectedness	No		
2	2.2	School Community Connecteness	No		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.3	SCHOOL COMMUNITY CONNECTEDNESS	No	\$2,500.00	\$2,500.00
			Yes		
2	2.4	SCHOOL COMMUNITY CONNECTEDNESS	No		
			Yes		
2	2.5	SCHOOL COMMUNITY CONNECTEDNESS	No	\$1,000.00	\$1,000.00
2	2.6	CORE	Yes	\$50,000.00	\$50,000.00
2	2.7	INTERVENTION	No		
3	3.1	TEACHING and LEARNING	No		
3	3.2	Teaching and Learning	No		
			Yes		
3	3.3	CORE	No	\$15,000.00	\$15,000.00
			Yes		
3	3.4	Facilities	No	\$70,000.00	\$70,000.00
			Yes		

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$537,342	\$3,159,401.00	\$3,122,449.53	\$36,951.47	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	CORE	Yes	\$250,000.00	\$250,000.00		
1	1.2	Actions for English Learners and Other Groups not at grade level	Yes				
1	1.3	CORE	Yes	\$25,000.00	0		
1	1.4	CURRICULUM DESIGN AND PLANNING	Yes	\$250,000.00	\$250,000.00		
1	1.5	PROFESSIONAL DEVELOPMENT AND COLLABORATION	Yes	\$50,000.00	\$50,000.00		
1	1.6	Staffing: Credentialed (Administration & Instructional)	Yes	\$1,661,364.00	\$1,672,570.04		
1	1.7	Staffing: Classified	Yes	\$870,537.00	\$847,379.49		
2	2.3	SCHOOL COMMUNITY CONNECTEDNESS	Yes	\$2,500.00	\$2,500.00		
2	2.4	SCHOOL COMMUNITY CONNECTEDNESS	Yes				
2	2.6	CORE	Yes	\$50,000.00	\$50,000.00		
3	3.2	Teaching and Learning	Yes				

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.3	CORE	Yes				
3	3.4	Facilities	Yes				

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$1,660,819	\$537,342		32.35%	\$3,122,449.53	0.00%	188.01%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

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

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

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

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

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

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

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

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

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

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

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

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

Plan Summary

Purpose

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

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

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

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

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

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

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

Engaging Educational Partners

Purpose

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

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

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

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

Requirements and Instructions

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

Local Control and Accountability Plan:

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

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

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

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

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

Prompt 2: “A summary of the feedback provided by specific educational partners.”

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

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

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

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

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

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

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

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

Focus Goal(s)

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

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

Broad Goal

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

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

Maintenance of Progress Goal

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

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

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

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

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

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

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

Complete the table as follows:

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

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

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

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

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

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

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

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

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

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

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

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

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

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

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

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

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

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

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

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

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

Actions Provided on a Schoolwide Basis:

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

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

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

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

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

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

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

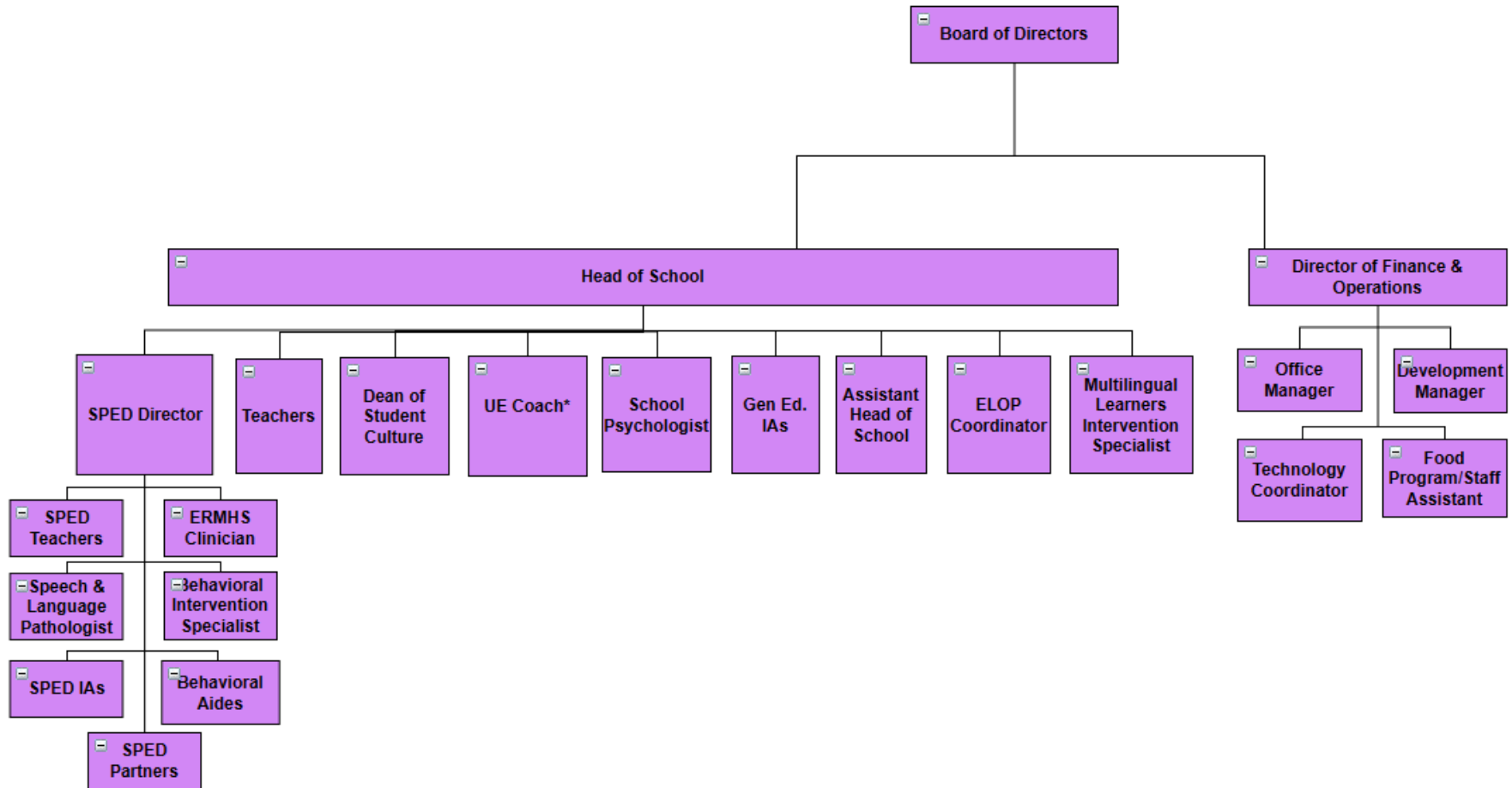
Coversheet

CSCE 2023 - 2024 Org Chart

Section: VI. Academic Excellence
Item: B. CSCE 2023 - 2024 Org Chart
Purpose: Vote
Submitted by:
Related Material: Org Chart 23-24.pdf



22-23 Organizational Chart



**UE Coach role is filled by Seneca Family of Agencies*

Coversheet

Instructional Partners Contract for 2023-2024

Section: VI. Academic Excellence
Item: C. Instructional Partners Contract for 2023-2024
Purpose: Vote
Submitted by:
Related Material:
Instruction Partners Community School for Creative Education.SY2324.pdf



Instruction Partners Partner Services Agreement

Community School for Creative Education

2023–2024 school year

June 13, 2023



Instruction Partners

Partner Services Agreement

A. The Parties.

1. Instruction Partners, Inc. ("Instruction Partners").
2. Community School for Creative Education ("Partner").

B. Term.

1. Agreement will begin on July 1, 2023, and terminate automatically on June 30, 2024.

C. Purpose.

1. ELA and math instructional support across one (1) school, Community School for Creative Education.

D. Services.

During the term of the Agreement, Instruction Partners will provide the following services:

1. Partnership Launch
 - a. One (1) set of virtual comprehensive partnership launch meetings
2. Diagnosing the State of Instruction across ELA, Math, and Science
 - a. One (1) in-person walkthrough session
 - b. One (1) virtual walkthrough session
3. Action Planning
 - a. Two (2) rounds of virtual action planning sessions
4. ELA Building and Adding Capacity Support
 - a. One (1) on-site day of support
 - b. Ten (10) virtual support hours
5. Math Building and Adding Capacity Support
 - a. One (1) on-site day of support
 - b. Ten (10) virtual support hours
6. Leadership Support
 - a. One (1) on-site day of support
 - b. Five (5) virtual support hours

E. Financial Arrangements.

1. **Compensation Due:** \$53,170.00 for the above deliverables.
2. **Payment Schedule:** Payable within thirty (30) days after submission of an invoice by Instruction Partners.
3. Instruction Partners will submit an invoice for the Services upon the following schedule:

Date	Amount
August 1, 2023	\$13,292.50



November 1, 2023	\$13,292.50
February 1, 2024	\$13,292.50
May 1, 2024	\$13,292.50

F. General Terms and Conditions.

1. The general terms and conditions applicable to this Agreement are attached as Annex A and are incorporated by reference.

G. Contact Information.

Instruction Partners

Program Contact

Golda Sharpe
 Managing Director of Instructional Support
 golda.sharpe@instructionpartners.org
 662.402.8866

Financial Contact

Suzette Johnson
 Director of Accounting
 Instruction Partners
 604 Gallatin Ave., Suite 202
 Nashville, TN 37206
 suzette.johnson@instructionpartners.org
 931.413.9692

Community School for Creative Education

Program Contact

Program Contact

Justin Testerman
 Executive Director, Autonomous Partnerships
 justin.testerman@instructionpartners.org
 615.310.6525

Contracting Contact

Alexandra Clay
 Partnership Engagement Lead
 alexandra.clay@instructionpartners.org
 281.692.4185

Billing Contact



H. Signatures.

Instruction Partners

Justin Testerman

Authorized Signature

Signatory: Justin Testerman

Title: Executive Director, Autonomous Partnerships

Email Address: justin.testerman@instructionpartners.org

Date: 06 / 13 / 2023

Community School for Creative Education

Authorized Signature

Signatory:

Title:

Email Address:

Date:



Annex A

General Terms and Conditions

I. Cancellation and Rescheduling of Services.

The Partner must provide Instruction Partners at least 14 days written notice of any proposed cancellation or rescheduling of an in-person service and 48 hours written notice of any proposed cancellation or rescheduling of a virtual service. In the event the Partner cancels or requests rescheduling of any service with less than 14 days written notice for an in-person service or 48 hours for a virtual service, the Partner will be responsible for the cost of any non-refundable travel expenses that Instruction Partners has incurred and, in Instruction Partners' discretion, the Partner may forfeit the scheduled service, without reimbursement to the Partner.

If a service is canceled due to weather, school-level emergencies, or public health concerns Instruction Partners will exercise commercially reasonable efforts to reschedule or provide equivalent services by the end of the Term.

If, other than due to weather or the Partner, Instruction Partners needs to cancel or reschedule a service, Instruction Partners will reschedule the service with the Partner or provide equivalent services by the end of the Term.

II. Intellectual Property.

Instruction Partners exclusively owns all intellectual property relating to, created by, or arising as a result of, the services provided by Instruction Partners, including, without limitation, all "aggregate data". For these purposes, "aggregate data" means all information and data derived from the provision of the services and the use and application by the Partner of the services which is not specific to an individual, does not identify a specific individual, and cannot reasonably be used to identify an individual. Without limiting the generality of the foregoing, Instruction Partners may use "aggregate data" for (i) conducting analysis, (ii) publishing and/or publicizing results and (ii) developing service improvements and modifications. Nothing in this Agreement grants the Partner, without the prior written consent of Instruction Partners, any rights to use any trademarks, trade names, or logos owned or used by Instruction Partners.

III. Termination.

Either party may terminate this Agreement without cause prior to its scheduled termination date upon providing at least 14 days prior written notice to the other party.

Upon termination for any reason, the Partner shall compensate Instruction Partners for the value of all unpaid services that have been performed (based on a reasonable pro ration methodology) and any reimbursable expenses properly incurred and documented by Instruction Partners prior to the effective date of termination. Instruction Partners shall submit a final invoice to the Partner within 30 days after the termination date.



IV. Certain Agreements.

Instruction Partners agrees that in providing the services it shall comply in all material respects with all applicable laws. The Partner agrees that it will take all actions reasonably necessary to permit Instruction Partners to provide the services as contemplated. While Instruction Partners will use its reasonable, good faith efforts in providing the services, the Partner recognizes that Instruction Partners is a non-profit enterprise, and so is not making any representations or warranties, express or implied, with respect to the services, and such services are provided on an “as is” basis. In no event will Instruction Partners have any liability or obligation as a result of this Agreement or the services in excess of the compensation actually received by Instruction Partners from the Partner.

V. Confidentiality.

The parties acknowledge that under this Agreement each party will likely receive or be privy to non-public, confidential information regarding the other party and the other party’s employees, officers, directors, and other relationships. The parties agree that, except to the extent compelled by law, they will not disclose publicly or to any third party any confidential information of the other party without the prior written consent of the applicable other party. Notwithstanding the foregoing, (i) some, or all, of the materials, documents, and correspondence that the Partner creates, develops, produces, or shares with Instruction Partners may be subject to public records act requests, inspection, and copying, and the Partner, therefore, acknowledges that Instruction Partners cannot guarantee the anonymity of the Partner's officials or employees as it relates to public records and (ii) Instruction Partners may, without the prior consent of the Partner, use the name and logo of the Partner in press releases, publicity materials, and marketing materials, but only to the extent necessary to identify the Partner as a current or prior user of Instruction Partners services.

VI. Subcontracting.

Instruction Partners may use subcontractors to perform the services required hereunder without the prior written consent of the Partner.

VII. No Employee Hiring or Solicitation.

During the term of the Agreement, each party agrees not to solicit or approach full-time staff members of the other party for full-time employment opportunities within their own organizations.

VIII. Amendments.

No amendment, modification, extension, or rescission of any term or provision of this Agreement shall be effective unless agreed upon in writing by both parties.

Coversheet

Swing Education Contract 23-24

Section: VI. Academic Excellence
Item: D. Swing Education Contract 23-24
Purpose: Vote
Submitted by:
Related Material: 23-24 Contract Renewals.pdf
Swing Education Agreement 23-24.pdf



23-24 Contract Renewals

Contractor	Purpose	22-23 Rates	23-24 Rates
Swing Education	Substitute Teacher Agency	Daily Credentialed: \$180/day Daily Non-Credentialed: \$165/day Long-Term Credentialed: \$207/day Long-Term Non-Credentialed: \$177/day	Daily Credentialed: \$210/day Daily Non-Credentialed: \$185/day Long-Term Credentialed: \$221/day Long-Term Non-Credentialed: \$197/day
Norton Staffing	General Education & SPED Staffing Agency	Education Specialist: Sixty-Five Dollars (\$65.00) Per Hour Behavioral IA/Special Education Paraprofessional: Forty Dollars (\$40.00) Per Hour	Education Specialist: Sixty-Five Dollars (\$65.00) Per Hour Behavioral IA/Special Education Paraprofessional: Forty Dollars (\$40.00) Per Hour Speech Language Pathologist: One-Hundred Dollars (\$100.00) Per Hour



Adriana San Millan	SPED Services
<p>EVALUATIONS: Academic Assessment \$895 per student Academic Assessment (virtual) \$795 per student Academic Assessment in Spanish \$1,095 per student Academic Assessment in Spanish (virtual) \$897 per student Assistive Technology Evaluation \$2,950 per student Assistive Technology Evaluation (virtual) \$2,450 per student Augmentative or alternative communication Evaluation \$2,950 per student Augmentative or alternative communication Evaluation (virtual) \$2,450 per student Educationally Related Mental Health Services Assessment (ERMHS) \$2,095 per student Educationally Related Mental Health Services Assessment (virtual) \$1,995 per student Behavior Intervention Plan \$2,495 per student (\$2,350 22-23) Functional Behavior Assessment \$2,495 per student (\$2,450 22-23) Occupational Therapy Evaluation (virtual) \$1,895 per student Bilingual Psycho-educational Assessment \$2,695 per student (\$2,445 22-23) Bilingual Psycho-educational Assessment (virtual) \$2,295 per student (\$2,095 22-23)</p>	<p>Psycho-educational Assessment \$2,395 per student (\$2,245 22-23) Psycho-educational Assessment (virtual) \$2,195 per student (\$1,995 22-23) Review of Records for Triennial Evaluation \$2,095 per student (\$1,745 22-23) Speech and Language Evaluation \$2,350 per student Bilingual Speech and Language Evaluation \$2,495 per student IEP Writing (virtual) \$499 per student School Psychologist IEP Attendance via Video Conference / Phone \$350 per student</p> <p>RELATED SERVICES/CONSULTATION RATES ERMHS: Individual Counseling, Counseling & Guidance, Parent Counseling via teletherapy \$125 per hour General Education Counseling via Teletherapy \$125 per hour Social Work ERMHS via Teletherapy \$125 per hour Behavior Support Consultation \$225 per hour BCBA Consultation \$279 per hour (\$249 22-23) BCBA Consultation via Teletherapy \$279 per hour (\$249 22-23) Speech Therapy \$299 per hour</p>



Contractor	Purpose	22-23 Rates	23-24 Rates
The Education Team	Substitute Teacher Agency	Hourly Rates: After School Teacher \$33.95 Non-Credentialed K-12 Teacher \$39.95 Multi-Subject Credential \$41.95 Single-Subject Credential \$44.95 Special Education Credential \$65.95 Long-term assignments over one week in duration involving lesson planning or grading will incur a \$25 per day surcharge on each. day commencing with day six.	Hourly Rates: After School Teacher \$36.95 Non-Credentialed K-12 Teacher \$43.95 Multi-Subject Credential \$45.95 Single-Subject Credential \$47.95 Special Education Credential \$65.95 Long-term assignments over one week in duration involving lesson planning or grading will incur a \$25 per day surcharge on each. day commencing with day six.
Ascend	SPED Services (Speech & OT Services)	Occupational Therapist: \$88/hour Speech Language Pathologist (SLP): \$101/hour Speech Language Pathologist Assistant. (SLPA): \$78/hour Speech Language Pathologist (SLP): \$95/hour	Occupational Therapist: \$94/hour Speech Language Pathologist (SLP): \$101/hour Speech Language Pathologist Assistant. (SLPA): \$83/hour Speech Language Pathologist (SLP): \$95/hour Instructional Aide (IA): \$45/hour



Community School for Creative Education

Maxim Staffing	SPED Staffing Agency
School Aide Regular Rate Group \$45.00 (\$40 22-23)	Special Education Teacher Regular Rate Group \$85.00 - \$90.00
Behavior Tech Regular Rate Group \$50.00	Speech Language Pathologist Regular Rate Group \$125.00
Registered Behavior Tech Regular Rate Group \$55.00	SLPA Regular Rate Group \$75.00
LVN Regular Rate Group \$65.00	Occupational Therapist Regular Rate Group \$90.00 - \$100.00
RN Regular Rate Group \$80.00 - \$90.00	COTA Regular Rate Group \$75.00 (\$70 22-23)
LMFT Regular Rate Group \$100.00 (\$90 22-23)	Physical Therapist Regular Rate Group \$90.00 - \$100.00
LCSW ST Regular Rate Group \$100.00 (\$90 22-23)	Speech Language Interpreter Regular Rate Group \$85.00
Psychologist School Regular Rate Group \$130.00 - \$135.00	



This **Platform & Services Agreement** (“Agreement”) is entered into on the Effective Date of July 01, 2024 by and between Swing Education, Inc. (“Swing Education,” “we” or “us”) and the School(s) listed on the signature page (“School” “or “District” or “you”). Swing Education agrees to provide you with access to the Swing Education Platform & Services (“Platform”), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals (“SwingSubs”) on the Swing Education Website at www.swingeducation.com (“Website”). This Agreement terminates on the Termination Date of June 30, 2024 unless renewed in writing by both parties.

This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though SwingSubs are not party to this Agreement). Each SwingSub will be a W-2 employee as a prerequisite to being able to see and fill your Requests on the Platform.

1. Services. Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post Requests for SwingSubs (“Requests”) on the Platform, track and manage those Requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California**
 - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires, Swing Education will shortly thereafter label the SwingSub as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub Requests where a permit or credential is or is not required.
 - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill Requests on the Website. Swing Education does this by reviewing the results of the individual’s completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub’s status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling Requests and/or removes the SwingSub from the Platform if changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
 - iii. **TB Test.** Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill Requests on the Website (according to this form, www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf).
 - iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.



- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if such process become impossible or impractical to carry out as described.
- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSub, other than that specified below. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Website for Schools to post requests and for SwingSubs to review and accept those Requests.
- (e) **Relationship with SwingSubs.** Swing Education withholds and pays payroll taxes with regard to SwingSub wages but does not exercise any control over their schedules. School issues work Requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct feedback and information on the actions and performance of SwingSubs. Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above.

2. Acceptance of Related Terms. By signing this Agreement, you agree to any Appendix, Schedule, or Exhibit included with this Agreement. You also agree to the Website Master Terms of Service and Privacy Policy (the "Website Terms") (www.swingeducation.com/tc) available on the Swing Education website. In the event of conflict of any terms, the terms of this Agreement shall control.

3. Payments. Payments will be made to Swing Education according to the following:

- (a) **Work Requests & Daily Wage.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education to designate a "Daily Wage" or Wages for the SwingSubs, via the Website and/or by separate communication with Swing Education, and/or as listed below. The "Half Daily Wage" is 50% of the Daily Rate. The Daily Wage applies to any Day over four (4) and no more than eight (8) hours ("Full Day") and the Half Wage Rate applies to any Day of four (4) hours or less ("Half Day"). A "Short-Term" Request is a Request up to and including 21 days, and a "Long-Term" Request is a Request that exceeds 21 days. For a Long-Term Request, the minimum Daily Wage is \$200 for a SwingSub with a Teaching Credential and \$171 without a Teaching Credential.
- (b) **Service Fee & Amounts Due.** School will also pay Swing Education a Service Fee, which is a designated surcharge percentage of the Daily Wage. The "Estimated Daily Amount" is based on the Daily Wage or Half Daily Wage, plus the Service Fee, for each Day of the Request. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime or if the SwingSubs is not given legally-required meal or rest breaks to arrive at "a Daily Adjusted Amount" for each Day of the Request, for which Swing Education will invoice School.
- (c) **Cancellation.** Request(s) accepted by a SwingSub, then canceled outside of 24 hrs of the initial work time, are not subject to any fees. If a Request is canceled less than 24 hrs from the initial work time, then the Amount Due will be subject to the Preliminary Amount Due for the first Day of the Request.
- (d) **Invoicing.** Payment for the services of a SwingSub will be made to Swing Education according to the following. Swing Education charges and invoices, according to one of these options: Option A - Deposit Model, which includes an initial balance, and Option B - Pay As You Go, as outlined in Exhibit A: Payment Options.
- (e) **Deviations from Request.** While SwingSubs will be instructed to track their actual time worked, School must also inform Swing Education of any Work Deviations (from School's point of view) between the work times in a Request and actual time worked (including Work Deviations from



mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.

- (f) **Invoice Disputes.** School must identify any invoice item Dispute to Swing Education within 14 days of the invoice by emailing support@swingeducation.com, in order to Dispute such invoice item. All known facts about the actual time worked shall be used in amending such invoice items.

4. Recruitment & Off-Platform Use. If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination for Cause. If School wishes to provide an additional (bonus) wage to a SwingSub, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wages. For additional (bonus) wages made through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional 100% handling fee.

5. Term, Termination, Rollover. The Termination Date of this Agreement is specified above. After the Termination Date, if both parties intend in good faith to extend this Agreement or sign a new agreement, the term will be extended for thirty (30) days beyond the Termination Date ("Grace Period"). New Requests may be issued during the Grace Period, but only if such Requests are for work dates before the end of the Grace Period (i.e., the last day that a SwingSub is at work to Fill a Request must be before the end of the Grace Period). If either party specifies that the original Termination Date applies, all remaining funds held by Swing Education will be reimbursed to School within 30 days of the Termination Date, otherwise all remaining funds will be reimbursed within sixty (60) days of the Termination Date, unless this Agreement is extended or a new Agreement is signed, in which case any remaining funds will be rolled over to the new school year unless School requests a refund at share.hsforms.com/1fQ699tF8Raas0_Mf1T49ng2oykm by May 31, in which case such funds will be reimbursed by June 30.

- (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both parties. Failure to cure the breach after 30 days will allow the aggrieved party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved party.
- (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any



and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

7. Insurance. Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

- (a) **Commercial General Liability** insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1M per occurrence, \$2M aggregate
- (b) **Umbrella Liability** insurance of \$2M Each Occurrence and in the Aggregate
- (c) **Professional (Errors and Omissions) Liability** insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of \$2M per claim
- (d) **Sexual Abuse & Molestation** insurance of \$1M per occurrence and \$2M in the aggregate
- (e) **Workers' Compensation** insurance

8. Limitation of Liability. Swing Education takes its verification responsibilities seriously. Our verification responsibilities are limited to those specifically outlined in Section 1, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, to the extent arising out of (a) that party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement, unless in either (a) or (b) the claim is proximately caused by the gross negligence or willfulness misconduct of the other party. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve-month period preceding the date a claim is first asserted.

9. Federal & Other Mandated Obligations to SwingSubs.

- (a) While Swing Education will be the employer of SwingSubs, because School determines the schedules of SwingSubs and directs them as to the manner and means of work on a daily basis, School agrees to treat SwingSubs similar to employees with respect to all relevant federal and other laws protecting the rights of employees.
- (b) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, federal OSHA and equivalent state agency requirements. School agrees to treat SwingSubs in a manner similar to its own employees with respect to any situation which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites). School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training. School shall indemnify and hold Swing Education harmless against and from any claims made or brought by a SwingSub or a third party as a result of School's breach of these obligations except in case of a workers' compensation claim finding.



10. Third Parties and Subsidiaries. School understands that Swing Education may use third parties, such as its own subsidiaries, as well as administrative organizations (“ASOs”), and professional employer organizations (“PEOs”), to carry out its obligations under this Agreement.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Michael Teng

Michael Teng
CEO

Date:

Email:
customersuccess@swingeducation.com

Address:
548 Market Street #88403 San Francisco, CA 94104-5401

SCHOOL:

x _____

Name:

Title:

Date:

Email:

Address:



Exhibit A: Payment Options

Swing Education charges a Service Fee or Fees set as a percentage of the Hourly Wage or Wages, according to one of the below options. Swing Education will invoice school on a periodic basis.

~~Option A - PP (Payment Plan). Under Option A PP, upon execution of this contract, Swing Education will invoice the School a Top-Up Amount of \$[Estimated 3 Months' Usage], which the School will pay within 30 days. The Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as Requests are filled. Once the School's Account Balance drops below a Minimum Working Balance of \$[2/3 of Estimated 3 Months' Usage], Swing Education will invoice the Top-Up Amount again. Swing Education reserves the right to increase the Minimum Balance as it deems necessary to account for increases in School usage. If the Top-Up Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of all services, or switch the School to Option B, with notice. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly. Swing Education reserves the right to change the Top-Up Amount based upon running School Usage, i.e., to approximately the dollar amount represented by the previous three months of active School usage. Under Option A PP, Swing Education will charge a AA% Service Fee based on the Daily Pay Rate, for each Request.~~

Option B - Pay As You Go. Under Option B, Swing Education will invoice the School for each Request filled on a regular basis, but no more than 30 days after each Request. School shall pay all amounts due under each invoice within 30 days of the invoice date. Under Option B, upon execution of this contract, Swing Education will not charge an initial deposit. However, if both parties in the future agree to Option A, Swing Education will then invoice the School a deposit as described under Option A above. Swing Education will charge a 49% Service Fee based on the Daily Pay Rate, for each Request Filled. If an invoice is not paid within 30 days, Swing Education reserves the right to immediately suspend or terminate all services, with notice.

Late Payments. Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, or switch the School to an alternate payment plan, with notice.



Appendix A: Standard Service Terms - Version January 15, 2021

The below terms, in addition to any terms in a signed Agreement between a School and Swing Education, Inc. ("Swing Education"), apply. In the event of conflict, the terms of that signed Agreement will control.

1. Termination, Late Payments, Recruitment.

(a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement due to breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to the reasonable satisfaction of both Parties. Failure to cure the breach after 30 days will allow the aggrieved Party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved Party.

(b) **General Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.

(c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

(d) **Late Payments.** Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month from the due date until paid, plus Swing Education's reasonable cost of collection.

(e) **Recruitment.** If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the SwingSub, and anticipated loss of revenue.

2. FERPA Compliance. The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

(a) You shall designate your selected SwingSub as an "other school official" under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) you have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and you shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

3. Dispute Resolution. *This section contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*



(a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

(b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 548 Market Street #88403 San Francisco, CA 94104-5401 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions and the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.



(f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.

(g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.

(l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.

(m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.



(o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

4. General Provisions.

(a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.

(b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, as designated below and as on the signature page, should they differ.

- i. Michael Teng, CEO, Swing Education, Inc., 548 Market Street #88403 San Francisco, CA 94104-5401, mike@swingeducation.com
- ii. School: As on signature page of signed Agreement.

(c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

(e) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

(f) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(g) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(h) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.



(i) **Confidentiality.** Both parties may receive information that is proprietary and/or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

(j) **Employer For Wages.** Swing Education shall be the employer (similar to a professional employer organization) of SwingSubs for purposes of wages/payroll taxes and workers' compensation. Swing Education may also, in its discretion, provide health or other benefits to SwingSubs, even if not required by law.

Coversheet

Norton Staffing Agency Contract 23-24

Section: VI. Academic Excellence
Item: E. Norton Staffing Agency Contract 23-24
Purpose: Vote
Submitted by:
Related Material: Norton Agreement CSCE 2023-2024.pdf



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NORTON EDUCATION GROUP FACILITY AGREEMENT

This agreement is made this June 5th, 2023, by and between Norton and Associates, Inc., ("Contractor"), a Massachusetts Corporation and a provider of Education Services 34 Elm Street, Cohasset, Massachusetts 02025, doing business with Community School for Creative Education ("Facility") Having a principal address of 2111 International Blvd. Oakland, CA 94606

1. TERM

The term of this Agreement shall commence on June 5th, 2023, at which time the Contractor shall perform Education Services from August 2023 to May 2024 and thereafter it shall be renewed automatically for successive periods of one year unless otherwise terminated as herein provided. Contractor may increase previously agreed upon rates at any time during the contract period with a 30-day written notice to the facility. Either party may terminate this agreement upon thirty (30) days prior written notice.

2. SERVICES

The Contractor agrees to provide such services as are set forth in Exhibit A, attached hereto and incorporated by reference as though set forth herein, in compliance with Titles 18 and 19 of the Social Security Act intermediary requirements.

3. INTEGRATION

This Agreement supersedes all previous agreements, oral or written, between the parties and embodies the complete agreement between the parties.

4. COMPENSATION

The Contractor will bill the facility at the following rates:



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- Education Specialist: Sixty-Five Dollars (\$65.00) Per Hour
- Behavioral IA/Special Education Paraprofessional: Forty Dollars (\$40.00) Per Hour
- Speech Language Pathologist: One-Hundred Dollars (\$100.00) Per Hour

The Contractor will send Facility an invoice for services on a monthly basis. The Facility will compensate the Contractor within thirty (30) days from date of invoice. A monthly finance charge of 1.5% will be applied to all past due balances not paid within thirty (30) days after date of invoice. If such payment is not made within such thirty (30) day period, Facility shall be deemed in breach hereof and demand shall be deemed to have been made for payment as of thirty (30) days after date of invoice.

Facility must provide Contractor with 4 hours written notice to cancel any temporary staffing assignment that had previously been confirmed. If the Facility does not provide the Contractor with a four (4) hour written cancellation notice; Contractor will bill the Facility for four (4) hours. If the Contractor's employee reports to work and the facility sends the Contractor's employee home due to lack of work, Contractor will bill the facility for four (4) hours.

HOLIDAYS: The holiday rate of one and one-half times (1.5) the standard hourly rate shall be in effect for the following 12 holidays:

The Holidays, which apply to the above, are as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Easter
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving
12. Christmas Day



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OVERTIME: Overtime rates are charged for all hours worked in excess forty (40) hours per week that puts a Norton and Associates, Inc. employee into overtime. The overtime rate is one and one-half times the regular hourly rate for such hours.

- Communicate with Facility Supervisor in accordance with Facility policies and procedures

STANDARD PROVISIONS

1. QUALIFICATIONS

The Contractor warrants that the Contractor has all the necessary qualifications, certifications and/or licenses pursuant to Federal and State law and regulations to provide the services required under this Agreement.

The Contractor agrees that all information and records obtained in the course of providing services to the students in the Facility shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations.

The Contractor performs a background check and license certification/verification check. Fingerprints, medical clearance, Immunization Records and other requirements can also be provided upon request.

2. SUPERVISION

Supervision of Norton and Associates, Inc.'s employees that provide direct services to students shall be provided by the Facility according to policies and procedures set forth in regulation.

3. PROCEDURE FOR INVESTIGATION AND RESOLUTION OF COMPLAINTS

Facility would contact Norton and Associates, Inc.'s corporate office and register a complaint with the Director of Education Group at Norton and Associates, Inc. who oversees the Education Division.

Director would take a written account of the complaint.

Director would personally speak with the specific employee who had the complaint registered against them. The employee would be personally interviewed in our office if the Director felt the complaint was serious in nature.

Director would determine if disciplinary action was warranted against the employee (verbal notice, written notice or termination).



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Director or specific Staffing Coordinator assigned to the facility would follow-up with the facility to discuss the outcome of the complaint and develop a system to eliminate similar problems in the future.

4. PROCEDURE FOR NOTIFICATION OF FAILURE TO REPORT FOR ASSIGNMENT

Facility will contact Norton and Associates, Inc.'s specific Staffing Coordinator (SC) who scheduled the shift if Norton and Associates, Inc.'s employee is late for the specific shift.

Norton and Associates, Inc.'s SC will then attempt to contact the specific employee who was scheduled to determine why he/she did not report for assignment.

Every effort will be made to get that employee to report to the facility for the specific assignment.

In the case that Norton and Associates, Inc. is unable to send the specific employee to the facility, Norton and Associates, Inc. will contact other education professionals to determine if they are able to report for the assignment.

5. PROGRAM FOR MONITORING THE QUALITY OF THE CONTRACTOR'S PERFORMANCE

Norton Education Director and/or Staffing Coordinator will contact the Principal of the facility on an annual basis to review the quality of Norton and Associates, Inc.'s personnel.

6. INSURANCE AND INDEMNITY

The Contractor agrees to maintain such insurance as will fully protect Contractors employees from any and all claims of any nature for the damage to property or from personal injury, including death, made by anyone which may arise from operations carried on under this Agreement, by the Contractor.

The Contractor shall submit to Facility, upon request, prior to the effective date of this Agreement, a copy of a policy or certificate of insurance issued by an insurance company acceptable to Facility, indicating that the Contractor has complete liability insurance coverage, including coverage for any acts of professional malpractice if the Contractor is a licensed or certified professional. Such insurance shall be in amounts reasonably satisfactory to the Facility but shall not be less than \$1,000,000 per person or incident up to \$3,000,000 aggregate per year, and \$100,000 each occurrence property damage coverage.



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7. MODIFICATIONS

The Contractor or Facility may from time to time request changes in the scope of the services to be performed hereunder. Such changes, including any mutually agreed increase or decrease in the Contractor's charges shall be valid only if incorporated as a written amendment to this Agreement.

8. CIVIL RIGHTS

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 and Section 503-504 of the Rehabilitation Act of 1973, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to these acts.

9. NONCOMPETE AGREEMENT

The Facility agrees not to recruit or hire any of the Contractor's employees during the term of this agreement and for a period of one year following the termination of the agreement.

10. ORIENTATION

The Facility agrees to orient Contractor's staff to the specific unit they are assigned to, as well as general Facility emergency and safety procedures including fire safety, infection control, hazardous waste management, body mechanics, general safety, security, emergency preparedness, utility systems and medical equipment (applicable to the employee's position).

11. INDEMNIFICATION

Facility shall save, indemnify and hold Contractor harmless from any and all liability, loss, cost, and expenses incurred directly or indirectly from any acts, errors or omissions by Facility, its agents, employees or invitees from any cause arising from or relating to Facilities' performance under this agreement.

12. BUYOUT AGREEMENT

Community School for Creative Education agrees to pay Norton & Associates Inc the placement fee for any Norton & Associates, Inc. employee hired by Community School for Creative Education during the term of this Agreement according to the following schedule:

0-30 working days	18% of annual salary
31-60 working days	15% of annual salary
61-90 working days	10% of annual salary



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91-120 working days
121-180 working days
181+ working days

8% of annual salary
6% of annual salary
No placement fee

The noncompete agreement is waived in this instance.

***CORPORATE ACCEPTANCE
FACILITY:***

Community School for Creative Education
2111 International Blvd, Oakland, CA 94606

Phillip Gedeon
Head of School
phillipg@communityschoolforcreativeeducation.org

By: _____

Date: _____

CONTRACTOR:

Norton and Associates, Inc.
34 Elm Street
Cohasset, Massachusetts 02025

James J. Norton, Jr.

President

By: _____

Date: _____

Coversheet

Adriana San Millan Contract 23-24

Section: VI. Academic Excellence
Item: F. Adriana San Millan Contract 23-24
Purpose: Vote
Submitted by:
Related Material: 2023-2024 ASM Master Contract CSCE.pdf

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2023-2024

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMMUNITY SCHOOL FOR CREATIVE EDUCATION

Contract Year 2023-2024

Nonpublic School _____

Nonpublic Agency X

Type of Contract:

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

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

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

Expiration Date: _____

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

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: COMMUNITY SCHOOL FOR CREATIVE EDUCATION

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Adriana San Millan School Psychology and Special Education Services, LLC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2023, between COMMUNITY SCHOOL FOR CREATIVE EDUCATION hereinafter referred to as the local educational agency ("LEA"), a member of EI Dorado SELPA, and Adriana San Millan School Psychology and Special Education Services, LLC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024.

In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. The new Master Contract shall be signed by the contractor within the ninety day period. (California Education Code section 56366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the

LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior

intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking

such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$2,000,000	per occurrence
\$100,000	fire damage
\$5,000	medical expenses
\$1,000,000	personal & adv. Injury
\$2,000,000	general aggregate
\$2,000,000	products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, with the following limits:

\$1,000,000 per occurrence

\$1,000,000 general aggregate

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

No Poaching. For the term of this Agreement and for the period of twelve (12) months thereafter, without the prior written consent of the other party, neither party shall either directly or indirectly solicit or entice away (or seek or attempt to entice away) from the employment of the other party any person employed (or any person who has been so employed in the preceding twelve (12) months) by such other party in the provision or receipt of the Services.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed (N/A) days, plus up to (N/A) extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend upon mutual agreement District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not BIP or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility

otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract unless otherwise agreed to in writing by the LEA.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or

NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a);

(3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least three (3) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student one week prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three

(3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20

U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20

U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows:

(1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub- contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. ABSENCES

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. When the provider is sent to the LEA and the student is not there, declines service, the nonpublic agency will bill .1 of an hour to document the service was offered to protect the school and follow the Individual Education Plan.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR:

(a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar week when education or related services were provided. Invoices and related documents shall be properly submitted electronically. At a minimum, each invoice must contain the following information: specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; approved cost of each invoice; total for each service and total for the invoice; date invoice was mailed, indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within thirty (30) days of LEA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than fifteen (15) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year.

RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR for the specific service when: (a) CONTRACTOR has failed to perform; (b) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (c) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform;

(b) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures.

NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

If a student does not show or arrives late, CONTRACTOR will submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours notice can be made up at a later time at no cost to the LEA. Sessions should be rescheduled within the frequency specified on the IEP. For example, if the student receives a session 1 time per week, then the session should be attempted to be rescheduled within the week.

THERAPY ABSENTEEISM: If the student has a history of habitual absenteeism, the caseworker will notify the assigned Education Specialist. After three (3) consecutive no-shows or excessive absenteeism, the caseworker will notify the Education Specialist to try to schedule an IEP meeting for the IEP team to discuss possible barriers that may be preventing the student from attending therapy. Therapy sessions will continue to take place throughout this process.

60. INSPECTION AND AUDIT

CONTRACTOR shall provide access to LEA to records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications. CONTRACTOR shall make available to LEA relevant information to the billing in question submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit.

61. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

62. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

Adriana San Millan School Psychology and Special Education Services, LLC.

Nonpublic Agency

By: _____
 Signature Date
 Adriana San Millan, Manager

Notices to CONTRACTOR shall be addressed to:

Adriana San Millan, Manager

Adriana San Millan School Psychology and Special Education Services

Address

1115 Teresa Lane

City	State	Zip
Morgan Hill	CA	95037

Phone	Fax
408-706-4860	

Email
 adriana@sanmillansped.com

COMMUNITY SCHOOL FOR CREATIVE EDUCATION

LEA

By: _____
 Signature Date

Notices to LEA shall be addressed to:

COMMUNITY SCHOOL FOR CREATIVE EDUCATION

Address

City	State	Zip
------	-------	-----

Phone	Fax
-------	-----

Email

**Additional LEA Notification
 (Required if completed)**

Name and Title

Address

City	State	Zip
------	-------	-----

Phone	Fax
-------	-----

Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Adriana San Millan School Psychology and Special Education Services

The CONTRACTOR CDS NUMBER: 1A-43-144

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: N/A

2) Related Services

Direct in-person service is a minimum of 4 hours. Charges will also apply if providers arrive and the student is absent. Virtual services should be allocated for a minimum of 30 minute increments and will be billed 15 minutes for no shows to cover documentation.

COMMUNITY

EVALUATIONS	RATE	PERIOD
Academic Assessment	\$895	per student
Academic Assessment (virtual)	\$795	per student
Academic Assessment in Spanish	\$1,095	per student
Academic Assessment in Spanish (virtual)	\$897	per student
Assistive Technology Evaluation	\$2,950	per student
Assistive Technology Evaluation (virtual)	\$2,450	per student
Augmentative or alternative communication Evaluation	\$2,950	per student
Augmentative or alternative communication Evaluation (virtual)	\$2,450	per student
Educationally Related Mental Health Services Assessment (ERMHS)	\$2,095	per student
Educationally Related Mental Health Services Assessment (virtual)	\$1,995	per student
Behavior Intervention Plan	\$2,495	per student
Functional Behavior Assessment	\$2,495	per student
Occupational Therapy Evaluation (virtual)	\$1,895	per student
Bilingual Psycho-educational Assessment	\$2,695	per student
Bilingual Psycho-educational Assessment (virtual)	\$2,295	per student
Psycho-educational Assessment	\$2,395	per student
Psycho-educational Assessment (virtual)	\$2,195	per student
Review of Records for Triennial Evaluation	\$2,095	per student
Speech and Language Evaluation	\$2,350	per student
Bilingual Speech and Language Evaluation	\$2,495	per student
IEP Writing (virtual)	\$499	per student
MEETING PARTICIPATION	RATE	PERIOD
School Psychologist IEP Attendance via Video Conference / Phone	\$350	per student

RELATED SERVICES/CONSULTATION	RATE	PERIOD
ERMHS: Individual Counseling, Counseling & Guidance, Parent Counseling via teletherapy	\$125	per hour
General Education Counseling via Teletherapy	\$125	per hour
Social Work ERMHS via Teletherapy	\$125	per hour
Behavior Support Consultation	\$225	per hour
BCBA Consultation	\$279	per hour
BCBA Consultation via Teletherapy	\$279	per hour
Speech Therapy	\$299	per hour

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____	Nonpublic School _____
LEA Case Manager: Name _____	Phone Number _____
Pupil Name _____	Sex: <input type="checkbox"/> M <input type="checkbox"/> F Grade: _____
(Last) (First) (M.I.)	
Address _____ City _____	State/Zip _____
DOB _____ Residential Setting: <input type="checkbox"/> Home <input type="checkbox"/> Foster LCI# _____	<input type="checkbox"/> Other _____
Parent/Guardian _____ Phone _____	
(Residence)	(Business)
Address _____ City _____	State/Zip _____
(If different from student)	

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
 _____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
 _____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ **=PROJECTED BASIC EDUCATION COSTS (A)** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (C) \$ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/
SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D)** \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic School/Agency)

(Name of School District)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Coversheet

The Education Team Contract 23-24

Section: VI. Academic Excellence
Item: G. The Education Team Contract 23-24
Purpose: Vote
Submitted by:
Related Material: TET East Bay & North Bay Rates - 2023-07-01.pdf



THE EDUCATION TEAM

Corporate Office: 3440 Wilshire Blvd, Suite 1111 • Los Angeles, CA • 90010
Orders: (855) 898-2929 • Inquiries: (213) 986-4718

East Bay & North Bay Price List

***** Effective July 1, 2023 *****

Employee Category	Minimum Qualifications	Hourly Rate
• After School Teacher	<ul style="list-style-type: none"> • 48 semester units in any courses OR • AA Degree in any subject 	36.95
• Non-Credentialed K-12 Teacher	<ul style="list-style-type: none"> • Bachelor's Degree in any subject OR • BA degree and CBEST / CSET OR • 30-Day Substitute Teacher Permit 	43.95
• Multi-Subject Credential	<ul style="list-style-type: none"> • CTC issued Multiple Subject Credential 	45.95
• Single-Subject Credential	<ul style="list-style-type: none"> • CTC issued Single Subject Credential 	47.95
• Special Education Credential	<ul style="list-style-type: none"> • CTC issued Special Education Credential 	65.95

Long-term assignments over one week in duration involving lesson planning or grading will incur a \$25 per day surcharge on each day commencing with day six.

NOTE: Prices include all payroll taxes, workers' compensation costs, benefits costs, liability insurance costs (including general, professional, employment practices and sexual misconduct liability), recruitment costs, and HR/administrative costs. There are no additional fees or taxes of any kind.

Coversheet

Ascend Contract 23-24

Section: VI. Academic Excellence
Item: H. Ascend Contract 23-24
Purpose: Vote
Submitted by:
Related Material: MOU CSCE and Ascend 2023-24.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONTRACTOR and COMMUNITY SCHOOL FOR CREATIVE EDUCATION

Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Ascend Rehab Services Inc. (hereby referred to as CONTRACTOR) and the Community School For Creative Education (CSCE) (hereby referred to as COMPANY) for the 2023-24 School Year.

Purpose. The purpose of this MOU is to establish the terms and conditions under which they will meet and function. The Contractor agrees to render services by providing OT/SLP to CSCE.

Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force. This MOU may be terminated, without cause, by either party upon a 60-day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

The Contractor will provide the following services to CSCE. The **rates** for each service are as listed below:

- Occupational Therapist: **\$94/hour**
 - Speech Language Pathologist (SLP): **\$101/hour**
 - Speech Language Pathologist Assistant. (SLPA): **\$83/hour**
 - Virtual Speech Language Pathologist (SLP): **\$95/hour**
 - Instructional Aide (IA): **\$45/hour**
- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- C. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

NON-DISCRIMINATION

CONTRACTOR and COMPANY shall not unlawfully discriminate on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation, in employment or operation of its programs.

ATTENDANCE

CONTRACTOR shall attend District mandated meetings when they are conducted on the days that the staff is on site. Ascend's staff will be at school site for 8 hours per day as agreed by both parties for school year.

FINGERPRINT CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section for completing fingerprinting as required for the school site.

STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by COMPANY to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent.

INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by email any accident or incident report to all parties involved.

SEXUAL HARASSMENT

CONTRACTOR shall not conduct those actions, behaviors that constitutes sexual harassment and that is prohibited by the training and policy, as well as per federal and state law.

ENROLLMENT, ATTENDANCE REPORTING, AND BILLING PROCEDURES

COMPANY shall assure that the school or agency has the necessary financial resources to pay the CONTRACTOR in full for services provided.

CONTRACTOR shall submit accurate and timely invoices and related documents 2 times each month for each calendar month when education or related services were provided. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. CONTRACTOR shall correct deficiencies and submit rebilling invoices if needed no later than thirty (30) calendar days after the invoice is returned. If COMPANY fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the services to be 'on hold'.

COMPENSATION

In consideration of all services to be rendered by Contractor to the Company, the Company shall pay the Contractor no later than thirty (30) days after submission of the invoices

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

NON-HIRE AGREEMENT

This Agreement, when signed and witnessed below, shall constitute an agreement regarding defined non-hire of Ascend employees directly at the respective school site or sites place for a period of 3 years after the termination of their contract. Throughout the duration of this agreement the Company will not in any manner, engage in hiring Ascend staff, elicit or recruit them for any of their sites. The recipient warrants and guarantees that throughout the duration of this agreement and for a period not to exceed 3 years following the culmination, completion or termination of this agreement, that s/he shall not directly or indirectly recruit or hire Ascend employee who is placed at the site (s).

INJUNCTIVE RELIEF

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that the Company shall suffer irreparable harm if there should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the Company for said breach

GOVERNING LAW

This Agreement is to be construed pursuant to the current laws of the State of California. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Hire Agreement to be executed by a duly authorized representative of such party and of such party as of the effective date executed by the signature of both parties.

Ascend Rehab Services, Inc

Address: 29516 Kohoutek Way

Union City, California 94587

(SIGNATURE)

Swati Shah, CEO and Founder

(NAME AND TITLE)

(DATE)

Community School For Creative Education

Address: 2111 International Blvd.

Oakland, California 94606

(SIGNATURE)

(NAME AND TITLE)

(DATE)

Coversheet

Maxim Staffing Contract 23-24

Section: VI. Academic Excellence
Item: I. Maxim Staffing Contract 23-24
Purpose: Vote
Submitted by:
Related Material: Maxim Education_Services_Staffing_Agreement_23-24SY.pdf

EDUCATION SERVICES STAFFING AGREEMENT

This Education Services Staffing Agreement (hereinafter “Agreement”) is entered into this June 09, 2023, by and between **Community School for Creative Education** located at 2111 International Boulevard Oakland, California 94606, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2100 Powell Street, Emeryville, CA, 94608, United States of America referred to in this Agreement as “Maxim.”

RECITALS

WHEREAS, Customer operates a School, as defined by State Law located in California and wishes to engage Maxim to provide personnel to supplement Customer’s staff.

WHEREAS, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

“**Agreement**” means this EducationServices StaffingAgreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

“**Assignment Confirmation**” means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

“**Assignment Personnel**” means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

“**Assignment Personnel Rate**” means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in “Attachment C” and controls where different from Base Rates set forth in “Attachment A.”

“**Assignment Services**” means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and “Attachment C.”

“**Base Rate**” means the rates billed for Services performed by Personnel pursuant to terms of Agreement and “Attachment A” hereto.

“**Behavior Intervention Plan**” or “**BIP**” is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

“**Contractor**” means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

“**Effective Date**” means the date first written above in the introductory paragraph of Agreement.

“Float” means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

“Individual Education Program” or “IEP” is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

“Individual Health Plan” or “IHP” is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

“Medical Services” services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

“Personnel” means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

“Placement” is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

“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, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services include school health services and school nurse services, social work services in schools, and parent counseling and training.

“School Health Services” means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

“School Work Site” means any location Customer assigns Personnel to render Services.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in [Article III](#) and any Attachment(s) and/or Statement(s) of Work.

“Special Education Services” means specially designed instruction to meet the unique needs of a child with a disability.

“Statement of Work” or “SOW” means a statement of work describing the Services entered into by Maxim and Customer in accordance with [Article III](#) and “Attachment A” attached hereto.

“**Supplies**” means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

“**Term**” has the meaning given is Section 2.1.

ARTICLE II. TERM

Section 2.1. Term. This Agreement will commence on the Effective Date and will continue for a school calendar year.

Section 2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement

ARTICLE III. NATURE AND SCOPE OF SERVICES

Section 3.1 Scope of Services.

(a) **Staffing.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) **Distance Learning Service(s).** Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student’s location (“Distance Learning Service(s)”) due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense. Customer is responsible for maintaining a safe environment for all Distance Learning Services.

(c) **Changes.** From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work (“SOW”) or subsequent “Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

Section 3.2 School Health Services Requirements. Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.3 Related Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.4 Special Education Services. Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.5 Maxim as Employer. Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

Section 3.6 Availability of Personnel. The Parties agree that Maxim’s duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel’s fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

Section 4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer’s policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student’s with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

Section 4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

Section 4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer’s requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the

applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

Section 4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

Section 4.7 Notification of Incidents and Claims. Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 4.8 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. CONVERSION OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate

or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

Section 5.2 Placement Fee. Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:
Invoicing Contact:
Invoicing Address:

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Section 6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on “Attachment A” of this Agreement.

Section 6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

Section 6.6 Assurances. In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer’s impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

Section 7.2 Use of Contractors. Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party’s policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. ASSIGNMENT SERVICES

Section 8.1 Assignment Services. As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in “Attachment C.” To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

Section 8.2 Interviews. Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer’s requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

Section 8.3 Assignment Cancellation by Maxim. Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 8.4 Assignment Cancellation by Customer. Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the “Attachment C” Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days’ notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel’s rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice).

Section 8.5 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as “Attachment C.” Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

Section 8.6 Assignment Confirmation Delivery. Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

ARTICLE IX. ADDITIONAL SERVICES

Section 9.1 Locum Tenens Coverage. Should Customer request Locum Tenens providers from Maxim, the Parties shall enter into a separate Agreement or Statement of Work for Locum Tenens coverage.

Section 9.2 Assignment or Subcontracting. Maxim can assign or subcontract this Agreement with written notice to Customer for the purpose of providing additional Contractors, Personnel for fulfilling the requirements of this Agreement, or to provide a workforce management solution by its subsidiary, Sunburst Workforce Advisors, LLC to Customer. Should Customer request utilization of a workforce solution, the Parties shall enter into a separate Service Agreement with Maxim's Subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Service Agreement will govern use of the workforce solution.

ARTICLE X. INSURANCE

Section 10.1 Maxim Insurance. Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

Section 10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Maxim. Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

Section 11.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

Section 11.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party’s prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

Section 13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

Section 13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) business days to designate its

own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

Section 13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

Section 14.1 Confidentiality.

A. Maxim/Customer Information. Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Disclosure of Maxim/ Customer Partnership. From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

C. Student Information: In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

D. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

Section 14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

Section 14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

ARTICLE XV. TERMINATION

Section 15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

Section 15.2 Termination for Cause. If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

Section 15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

Section 16.1 Non-discrimination. Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current,

or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

Section 16.2 Compliance with Laws. Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

Section 16.3 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

Section 16.5 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 16.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Community School for Creative
Education
2111 International
Boulevard, Oakland,
California 94606
ATTN: Kimberly Palmore

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Staffing Services, Inc.
2100 Powell Street, Emeryville, CA,
94608, United States of America
ATTN: Andrew Kung

Section 16.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

Section 16.8 Merger. This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

Section 16.9 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

Section 16.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

COMMUNITY SCHOOL FOR
CREATIVE EDUCATION:

MAXIM HEALTHCARE STAFFING
SERVICES, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT “A”
CUSTOMER REQUESTED PERSONNEL AND RATES - June 09, 2023

School Work Site. This “Attachment A” shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact
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Base Rates. Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate Type (per hour)	Rate \$ (per hour)
School Aide	Regular Rate Group	\$45.00
Behavior Tech	Regular Rate Group	\$50.00
Registered Behavior Tech	Regular Rate Group	\$55.00
LVN	Regular Rate Group	\$65.00
RN	Regular Rate Group	\$80.00 - \$90.00
LMFT	Regular Rate Group	\$100.00
LCSW ST	Regular Rate Group	\$100.00
Psychologist School	Regular Rate Group	\$130.00 - \$135.00
Special Education Teacher	Regular Rate Group	\$85.00 - \$90.00
Speech Language Pathologist	Regular Rate Group	\$125.00
SLPA	Regular Rate Group	\$75.00
Occupational Therapist	Regular Rate Group	\$90.00 - \$100.00
COTA	Regular Rate Group	\$75.00
Physical Therapist	Regular Rate Group	\$90.00 - \$100.00
Speech Language Interpreter	Regular Rate Group	\$85.00

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).

Attachment “B”
PRE-ASSIGNMENT SCREENING

- I. **School Health Services, Related Services, and Special Education Personnel Requirements.** Maxim will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment “A” who meet the following criteria, if the role involves the provision of health and mental health services. These roles include but are not limited to: RN Certified Nurse, RN School, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
 - a. Conduct a criminal background screening in accordance with applicable law;
 - b. Verify current license, registration, or certification, including CPR, for the Services to be provided, if applicable to role;
 - c. Skills assessment checklist of competencies for the position and an exam, if applicable
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
 - e. Verify relevant professional and specialty expertise as requested by Customer;
 - f. Receive employment verification;
 - g. Confirm Personnel are authorized to work;
 - h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.

- II. **Education Personnel Requirements.** Maxim will supply Customer with requested Related Services Personnel in Attachment “A” performing education services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
 - a. Conduct a criminal background screening in accordance with applicable law;
 - b. Receive employment verification;
 - c. Verify, license, certification or certification, if applicable to the role;
 - d. Verify relevant professional and specialty expertise as requested by Customer;
 - e. Confirm Personnel are authorized to work;
 - f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.

- III. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the “Clear” or “Not Clear” status. Customer agrees

that Personnel may begin assignment following completion of a successful Customer background screening.

**ATTACHMENT “C”
ASSIGNMENT CONFIRMATION**

Maxim and Customer hereby agree the following Personnel will be assigned to Customer’s Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of Personnel’s compliance with the Agreement and the pre-assignment screening requirements in “Attachment B” prior to the assigned start date. To the extent that the rates set forth herein differ from the rates in “Attachment A” the rates set forth herein shall govern for the length of the Assignment start and end dates, and with renewal of the Agreement.

Customer Name:	
School Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

Authorized Customer Representative Signature

Printed Name & Title

Date

Please email a signed copy of this confirmation back to E-MAIL ADDRESS. Thank you.

Coversheet

Long-term facility update

Section: VII. Development
Item: A. Long-term facility update
Purpose: FYI
Submitted by:
Related Material: Long-Term Facility Planning Update.pdf

Long-Term Facility Planning Update

Gregory Hunter

Vice President, Brokerage Services

Colliers Real Estate

- 9 year brokerage practice encompasses the office, retail and industrial real estate sectors of Oakland and the larger East Bay
- Specializes in supporting charter schools
- Worked for 16 years in development and planning for the City of Oakland,
- Served as the Director for the City of Oakland Redevelopment Agency
- Managed the completion of the city's Tenant Improvement Programs which attracted ground floor tenants to more than 250,000 SF of vacant space along Oakland's commercial corridors.
- Currently serves as a board member for the Exploratorium

Client Representation Agreement

- Term: 2/1/23 - 12/31/23
- Broker's Authority - Requirements for Property
 - Identify lease and purchase options in designated neighborhood of Oakland and/or assist with negotiation of new lease at 2111 International Blvd.
 - Minimum of 20,000 sf, open space, parking, ADA compliant, sprinklered
 - Acceptable pricing as determined by client
- Broker's entitlement to compensation - Broker shall be entitled to compensation in the event that Client enters into a contract for the lease or purchase of identified property or for the lease or purchase of other property with any person or entity identified on the Registration List.
- Broker commission is typically paid by seller or lessor.

Long-Term Facility Planning Update

CSCE Long-Term Facility Options (after the end of a renewed lease term with OUSD)

- Purchase a new facility at the end of our lease term with OUSD
 - At least a 2 year process (securing funding, bidding process, permits, zoning)
 - Renovations can extend the timeframe
- Enter into a lease w/option to purchase agreement for a new facility at the end of our lease term with OUSD
- Stay at our current facility, continue to pay rent, work with OUSD for upgrades/maintenance, and expand this facility
 - We would possibly need to rent a temporary facility, and pay rent at 2111 International Blvd while large renovation projects take place
 - Broker came to CSCE to do a facility walkthrough and is currently researching expansion options (going up, accessing vacant lots)
- Attempt to purchase 2111 International Blvd. from OUSD at the end of our lease term
 - Lease plausible option as OUSD rarely sells their facilities
 - Politics and optics involved with OUSD

Long-Term Facility Planning Update

Next Steps:

- Secure our short-term facility renewal with OUSD
- Build our team (Board members, staff members, attorney, contractor, finance advisor, team lead)
- Increase political involvement
- Figure out what type of space we need & our dream desires
 - Location
 - Size
 - New build or renovation
 - What are our must haves in order to be CSCE?
 - What would we love to have?

Long-Term Facility Planning Update

Next Steps Continued:

- Establish where CSCE stands in terms of securing funding for acquisition. An in-depth assessment will need to be done of the following:
 - Financial Records
 - Attendance Projections
 - Audits
 - Test Scores
 - Authorizer Relationship
- Determine Funding Options
 - Create a long-term fundraising goal to support the project and determine if we have the capacity to raise capital campaign dollars
 - SB740 Charter School Facility Grant Program: Provides up to 75% of rent and facility costs or \$1,117 per ADA, whichever is less
 - Charter School Facility Program: Provides facility bonds to charter schools for constructing, acquiring, or renovating school sites
 - Tax-Exempt Bonds
 - Private Sector Loans & Grants

Long-Term Facility Planning Update

Summer Goals:

- Meet with financial lending firms to learn more about preliminary steps for CSCE deep dive.
 - First meeting is scheduled for Wednesday, June 21st.
- Continue to meet with Gregory Hunter regarding the market and receive support in long-term planning.
- Prepare progress update for August meeting.

Coversheet

Advancement Presentation

Section: VII. Development
Item: B. Advancement Presentation
Purpose: Vote
Submitted by:
Related Material: Fundraising Updates 6.17.23.pdf

Fundraising Update 6.17.23

Year-End Tasks Completed

- ★ Drafted donor correspondence letters
- ★ Organized prospective donor list
- ★ Began the preliminary design for fundraising support needed for 23-24
- ★ Completed the DonorPerfect Database upload
- ★ Created the job description and posted for part-time Development Manager for 23-24

Summer Tasks for 23-24

- ★ Create a Fund Development Plan for 23-24 fundraising events:
 - Small Kick-off Campaign \$2,500 for Field Trips
 - Giving Tuesday Campaign - 1:1 Chromebooks
 - Spring Dragon Gala (In-Person) - \$25,000
- ★ Interview any potential Development Manager candidates
- ★ Outline year-long fundraising support plan in the event that there are no applicants

Fundraising Update 6.17.23 - Development Manager Role

Grant Writing:

- Maintain an annual Grants Pipeline, with robust and accurate templates to streamline CSCE's grant writing process. Prepare and submit proposals, LOI's, and reports. Manage correspondence and other accompanying materials.
- Track all grant deliverables and timelines.
- Research, identify, and cultivate donor prospects through strategic research.
- Collaborate with senior staff to develop persuasive proposal strategies.

Special Events:

- Create and manage two fundraising events and campaigns: annual kick-off giving campaign, Giving Tuesday campaign, and spring benefit.
- Recruit and collaborate with volunteers
- Manage vendor relationships

Database:

- Maintenance of Donor Perfect database
- Record all cash, pledge and in-kind donations and produce acknowledgements in a timely manner
- Set up and process all monthly, semi-annual, and annual credit card and direct debit pledge payments.
- Create reporting system in collaboration with Finance office
- Provide analysis, reporting and record keeping for all fundraising projects.

Marketing/Communications:

- Oversee creation of (paper and digital) flyers, invitations, postcards, for fundraising campaigns and events.
- Update website to include appropriate content about giving.

Fundraising Update 6.17.23

How Can You Support Fundraising as a CSCE Board Member?

- ★ Make a gift to support the Board Giving Campaign - your gift is what inspires others to give!!
- ★ Support other fundraising efforts throughout the year through peer-to-peer fundraising
- ★ Share fundraising opportunities with your networks
- ★ Support the Spring Gala by making a gift, inviting people from your network, sharing social media posts
- ★ Join meetings with the HOS to potential major funders

Coversheet

23-24 Budget Presentation

Section: VIII. Finance
Item: A. 23-24 Budget Presentation
Purpose: Vote
Submitted by:
Related Material: Budget Presentation 6.17.23.pdf



Budget Narrative 6.17.23

General Assumptions: Enrollment: 225 ADA %: 93% Funded ADA: 209.25

Revenue: Total \$5,177,396

LCFF Sources

The LCFF calculator includes the projected 8.22% COLA.

Federal Revenue

Federal revenue includes Title funds, Nutrition, SPED and the remaining \$337K of ESSER III funds.

State Revenue

In addition to our normal State Funding (Mandate Block Grant, Lottery, Nutrition), we are planning to receive year two of funding for the Community Schools Grant, another round of ELOP funding, ASES funding, and the new Prop 28 Arts & Music funding. We also plan to continue to expense our Learning Recovery funding and a portion of our Arts & Music Block Grant, both of which saw funding reductions per the May revise. We have also budgeted for an increase in Special Education Funding.

Other Local Revenue

Local Revenue projections are based on 22-23 actuals and an increase in Foundation Grants of \$100K.

Expenditures: Total \$5,168,317

Salaries & Benefits

Salaries and benefits recognize new hires and known staffing changes, along with a 3% increase for returning staff and retention bonuses.

Books & Supplies/Operating Expenses

Books and Supplies & Services and other operating expenses are based on FY2223 actuals and all known projected changes.

Projected Surplus/(Deficit)

Excess/(Deficit) \$ 9,079

23-24 Projected Revenue - \$5,177,396

LCFF Revenue - \$2,985,339

Unrestricted state revenue. Bulk of our revenue source.

Federal Revenue - \$577,397

SPED Funding

Federal Child Nutrition Program

ESSER Funding (COVID Relief)

Title I Funding: Direct support for students

Title II Funding: Staff training

Title III Funding: Direct support for EL population

Title IV Funding: Classroom supplies to enhance learning

Local Revenue - \$267,655

Foundation Grants/GALA Fundraising

School Site Fundraising - Field Trips

Measure G1 Middle School Funding

Measure G1 Salary Bonus

Other State Revenue - \$1,347,005

SPED/Mental Health Funding

State Child Nutrition Program

Mandate Block Grant

ASES

Expanded Learning Funding

Community Schools Grant

PK/TK Funding

State Lottery Funding Unrestricted & Restricted

Learning Recovery Funding

Arts, Music, Instructional Materials Grant

Prop 28 Arts Funding

23-24 Projected Expenses - \$5,168,317

Personnel - \$2,622,159

Certificated Staff - \$1,354,236

Classified Staff - \$708,084

Employee Benefits - 559,839

Books & Supplies - \$363,587

Classroom Materials (Books & Learning Supplies)

Office Supplies

School Maintenance

Equipment & Technology

Software & Licenses

Food & Food Supplies

Services & Operating Expenses - \$1,720,289

Training & Conferences

Dues & Memberships

Insurance

Housekeeping

Space Rental

Building Repair

Equipment Leases

Educational Contractors

General Service Contractors

Banking & Payroll Service Fees

Legal Fees

Audit Services

Student Transportation

Advertising

Fundraising

Field trips

CSMC

District Oversight Fees

IT Services

Communications (phone, internet, & postage)

Budget Summary

CSCE
Budget Summary
Four Year Budget, FY2223 through FY2526



		July 1 - Adopted	September Adopted	1st Interim - Adopted	2nd Interim - Adopted	225 2023-24	250 2024-25	275 2025-26
SACS / Code Description		2022-23	2022-23	2022-23	2022-23	2023-24	2024-25	2025-26
Revenue								
	State LCFF Revenue	2,236,043	2,407,124	2,407,124	2,463,038	2,985,339	3,475,303	3,979,783
	Federal Revenue	820,427	695,577	681,365	690,036	577,397	244,226	247,863
	Other State Revenue	992,345	1,443,928	1,443,816	1,271,145	1,347,005	1,166,307	1,116,351
	Local Revenue	179,921	179,921	179,921	185,909	267,655	267,655	267,655
	Total Revenue	4,228,736	4,726,550	4,712,226	4,610,128	\$ 5,177,396	\$ 5,153,491	\$ 5,611,652
Expenses								
1000	Certificated Salaries	1,299,051	1,291,598	1,392,984	1,369,591	1,707,973	1,763,986	1,815,088
2000	Classified Salaries	737,019	762,968	721,620	711,947	819,156	849,568	876,569
3000	Benefits	523,762	547,596	568,995	563,515	665,144	686,655	707,247
	Total Personnel Expense	2,559,832	2,602,162	2,683,599	2,645,053	3,192,274	3,300,208	3,398,904
4000	Books and Supplies	210,587	325,587	322,587	363,587	374,336	318,312	305,942
5000	Services and Other Operating Expenses	1,321,376	1,598,372	1,638,231	1,716,590	1,543,064	1,491,562	1,518,349
6000	Capital Outlay	58,643	58,643	58,643	58,643	58,643		
7000	Other Outgoing							
	Total Expenses	4,150,438	\$ 4,584,764	\$ 4,703,060	\$ 4,783,873	\$ 5,168,317	\$ 5,110,083	\$ 5,223,195
	Surplus / (Deficit)	78,298	\$ 141,786	\$ 9,166	\$ (173,745)	\$ 9,079	\$ 43,409	\$ 388,456

Coversheet

Wellness Policy Presentation

Section: IX. Governance
Item: A. Wellness Policy Presentation
Purpose: Vote
Submitted by:
Related Material: CSCE Wellness Policy Presentation 6.17.23.pdf
CSCE Wellness Policy Updated 6.17.23.pdf

CSCE Wellness Policy Review Presentation

6.17.23

What is a School Wellness Policy?

A local school wellness policy (wellness policy) is a written document that guides a local educational agency (LEA) or school district's efforts to create supportive school nutrition and physical activity environments. It has to be reviewed annually for any minor revisions or compliance updates, and every three years there is an intensive triennial assessment governed by the USDA Food Nutrition Program.

Based on the LEA's scores from the assessment, the LEA must update their wellness policy and bring it before the board for adoption.

CSCE Wellness Policy Review Presentation

Today's Presentation:

The Wellness Policy committee has completed the triennial assessment to ensure that our policy meets all the compliance requirements set forth by the federal government. After comparing our Local Wellness Policy against a Model Wellness Policy, it was determined that there are areas that some areas that need improvement.

It was determined that there were some items not listed in the policy, as well as items listed in the policy that were not as specific as outlined in current guidelines. We are presenting to share those findings today.

CSCE Wellness Policy Review Presentation

Areas covered in the Wellness Policy:

Section 1: Nutrition Education

Section 2: Standards for USDA Child Nutrition Programs and School Meals

Section 3: Nutrition Standards for Competitive and Other Foods and Beverages

Section 4: Physical Education and Physical Activity

Section 5: Wellness Promotion and Marketing

Section 6: Implementation, Evaluation & Communication

CSCE Wellness Policy Review Presentation

Areas of Strength & Areas of Improvement

Section 1: Nutrition Education

Areas of Strength:

- The SFA promotes student wellness.

Areas of Improvement:

- Policy was not specific enough is stating how nutrition education is being provided as part of the educational program in some capacity.

Section 2: Standards for USDA Child Nutrition Programs and School Meals

Areas of Strength:

- Approved meals are being served.
- The policy states that drinking water and meals are offered to all students.
- Breakfast is offered daily.

Areas of Improvement:

- Policy was not specific enough is stating how the SFA will increase participation in the school nutrition program.
- Policy needs to state how confidentiality is maintained for students participating in the school nutrition program.

CSCE Wellness Policy Review Presentation

Areas of Strength & Areas of Improvement

Section 3:

Nutrition Standards for Competitive and Other Foods and Beverages

Areas of Strength:

- Competitive foods are not being served during school hours.
- Fundraisers are not taking place that involved unhealthy food choices.
- Celebrations are monitored to ensure that healthy snacks are served.

Areas of Improvement:

- Monitor the classroom parties and teacher's reward systems

Section 4:

Physical Education and Physical Activity

Areas of Strength:

- The SFA provides physical education and activities for the all students.

Areas of Improvement:

- Policy does not list the number of minutes students engage in physical education every week.
- Policy does not state that the classes are taught by state certified/licensed teachers.
- Policy needs to state that professional development will be provided to PE teachers.
- Policy does not state how students are able to engage in physical activity before & after school.

CSCE Wellness Policy Review Presentation

Areas of Strength & Areas of Improvement

Section 5:

Wellness Promotion and Marketing

Areas of Strength:

- Students are being encouraged by teachers to participate in physical activities.
- The SFA is using marketing strategies to promote healthy eating.

Areas of Improvement:

- The policy should include a section on wellness promotion and healthy eating for staff.

Section 6:

Implementation, Evaluation & Communication

Areas of Strength:

- The Wellness Policy is posted on the website for public viewing.
- The SFA has a functioning wellness committee that meets to review the policy.

Areas of Improvement:

- Send out communication inviting more of the school community to join the committee.
- Schedule meetings at least three times a year for policy review and updates

CSCE Wellness Policy Review Presentation

Summary of Findings

- In summary, CSCE's Wellness Policy covers all required sections, which means we are in full compliance with all of the federal requirements regarding the policy that regulate school meals and competitive foods.
- There are however, areas that could be more specific in terms of implementing the policy, which would have improved our triennial assessment score (82/100).
- The Wellness Committee has met to review the recommended additions to the policy and are presenting an updated policy for board approval which will be implemented in the 23-24 school, reviewed annually for minor changes, and fully assessed and updated by June 30th, 2026.

The Community School for Creative Education

Wellness Policy

06.17.2023

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The Community School for Creative Education Wellness Policy

Preamble

The Community School for Creative Education (hereto referred to as the SFA) is committed to the optimal development of every student. The SFA believes that for students to have the opportunity to achieve personal, academic, developmental, and social success, we need to create positive, safe, and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during, and after the school day, are strongly correlated with positive student outcomes. For example, student participation in the U.S. Department of Agriculture's (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism, and better performance on cognitive tasks.^{1,2,3,4,5,6,7} Conversely, less-than-adequate consumption of specific foods including fruits, vegetables, and dairy products, is associated with lower grades among students.^{8,9,10} In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education, and extracurricular activities – do better academically.^{11,12,13,14}

¹ Bradley, B, Green, AC. Do Health and Education Agencies in the United States Share Responsibility for Academic Achievement and Health? A Review of 25 years of Evidence About the Relationship of Adolescents' Academic Achievement and Health Behaviors, *Journal of Adolescent Health*. 2013; 52(5):523–532.

² Meyers AF, Sampson AE, Weitzman M, Rogers BL, Kayne H. School breakfast program and school performance. *American Journal of Diseases of Children*. 1989;143(10):1234–1239.

³ Murphy JM. Breakfast and learning: an updated review. *Current Nutrition & Food Science*. 2007; 3:3–36.

⁴ Murphy JM, Pagano ME, Nachmani J, Sperling P, Kane S, Kleinman RE. The relationship of school breakfast to psychosocial and academic functioning: Cross-sectional and longitudinal observations in an inner-city school sample. *Archives of Pediatrics and Adolescent Medicine*. 1998;152(9):899–907.

⁵ Pollitt E, Mathews R. Breakfast and cognition: an integrative summary. *American Journal of Clinical Nutrition*. 1998; 67(4), 804S–813S.

⁶ Rampersaud GC, Pereira MA, Girard BL, Adams J, Metz J. Breakfast habits, nutritional status, body weight, and academic performance in children and adolescents. *Journal of the American Dietetic Association*. 2005;105(5):743–760, quiz 761–762.

⁷ Taras, H. Nutrition and student performance at school. *Journal of School Health*. 2005;75(6):199–213.

⁸ MacLellan D, Taylor J, Wood K. Food intake and academic performance among adolescents. *Canadian Journal of Dietetic Practice and Research*. 2008;69(3):141–144.

⁹ Neumark-Sztainer D, Story M, Dixon LB, Resnick MD, Blum RW. Correlates of inadequate consumption of dairy products among adolescents. *Journal of Nutrition Education*. 1997;29(1):12–20.

¹⁰ Neumark-Sztainer D, Story M, Resnick MD, Blum RW. Correlates of inadequate fruit and vegetable consumption among adolescents. *Preventive Medicine*. 1996;25(5):497–505.



This policy outlines the SFA's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the SFA have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school campus—in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during, and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the SFA in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The SFA establishes and maintains an infrastructure for management, oversight, implementation, communication about, and monitoring of the policy and its established goals and objectives.

This policy applies to all students and staff in the SFA.

¹¹ Centers for Disease Control and Prevention. *The association between school-based physical activity, including physical education, and academic performance*. Atlanta, GA: US Department of Health and Human Services, 2010.

¹² Singh A, Uijtdewilligne L, Twisk J, van Mechelen W, Chinapaw M. *Physical activity and performance at school: A systematic review of the literature including a methodological quality assessment*. Arch Pediatr Adolesc Med, 2012; 166(1):49-55.

¹³ Haapala E, Poikkeus A-M, Kukkonen-Harjula K, Tompuri T, Lintu N, Väistö J, Leppänen P, Laaksonen D, Lindi V, Lakka T. *Association of physical activity and sedentary behavior with academic skills – A follow-up study among primary school children*. PLoS ONE, 2014; 9(9): e107031.

¹⁴ Hillman C, Pontifex M, Castelli D, Khan N, Raine L, Scudder M, Drollette E, Moore R, Wu C-T, Kamijo K. *Effects of the FITKids randomized control trial on executive control and brain function*. Pediatrics 2014; 134(4): e1063-1071.

15 Change Lab Solutions. (2014). *SFA Policy Restricting the Advertising of Food and Beverages Not Permitted to be Sold on School Grounds*. Retrieved from <http://changelabsolutions.org/publications/SFA-policy-school-food-ads>.

I. School Wellness Committee

Committee Role and Membership

The SFA will convene a representative school wellness committee (hereto referred to as the SWC) that meets at least once per year to establish goals for and oversee school health and safety policies and programs, including development, implementation, and periodic review and update of this SFA-level wellness policy (heretofore referred as “wellness policy”).

The SWC membership will represent all school levels and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (ex., school nutrition director); physical education teachers; health education teachers; school health professionals (ex., health education teachers, school health services staff [i.e., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [i.e., school counselors, psychologists, social workers, or psychiatrists]; school administrators (ex., superintendent, principal, vice principal), school board members; health professionals (ex., dietitians, doctors, nurses, dentists); and the general public. To the extent possible, the SWC will include representatives from each school building and reflect the diversity of the community.

The SFA will send a letter to the school community via email and will be posted in a central area in all school buildings inviting members of the community to join the wellness committee. Parents, students, representatives of the school food authority, PE teachers, school health professionals, the school board, school administrators, and the general public will be included in the development, implementation, review, and update of the wellness policy.

Leadership

The Food Service Director or designee(s) will convene the SWC and facilitate development of and updates to the wellness policy, and will ensure the school’s compliance with the policy.

Name	Title	Role
Kimberly Palmore	Director of Finance & Operations	Food Service Director
Hennessy Jimenez	Food Service Staff	Daily Meal Service
Yolanda Cordova	Office Manager/Family Liaison	Staff Liaison

II. Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement

Implementation Plan

The SFA will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions, and timelines specific to the school, and includes information about who will be responsible to make what change, by how much, where, and when, as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education, and other school-based activities that promote student wellness.

This wellness policy and the progress reports can be found at:
communityschoolforcreativeeducation.org

Recordkeeping

The SFA will retain records to document compliance with the requirements of the wellness policy at the school. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating compliance with community involvement requirements, including (1) Efforts to actively solicit SWC membership from the required stakeholder groups; and (2) These groups' participation in the development, implementation, and periodic review and update of the wellness policy;
- Documentation of the triennial assessment* of the policy for each school under its jurisdiction;
- Documentation demonstrating compliance with public notification requirements, including: (1) Methods by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and (2) Efforts to actively notify families about the availability of wellness policy.

Triennial Progress Assessments

At least once every three years, the SFA will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which the school under the jurisdiction of the SFA is in compliance with the wellness policy;
- A description of the progress made in attaining the goals of the SFA's wellness policy.

The SWC will monitor the school's compliance with this wellness policy.

Revisions and Updating the Policy

The SWC will update or modify the wellness policy based on the results of the annual progress reports and triennial assessments, and/or as SFA priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new



Federal or state guidance or standards are issued. **The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

Community Involvement, Outreach, and Communications

The SFA is committed to being responsive to community input, which begins with awareness of the wellness policy. The SFA will actively communicate ways in which representatives of SWC and others can participate in the development, implementation, and periodic review and update of the wellness policy through a variety of means appropriate for that SFA. The SFA will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The SFA will use electronic mechanisms, such as email or displaying notices on the SFA's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The SFA will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the SFA and individual schools are communicating other important school information with parents.

The SFA will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The SFA will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

III. Nutrition

School Meals

Our school SFA is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate in sodium, low in saturated fat, and zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the SFA participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and *any additional programs the school may elect*. All schools within the SFA are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The SFA offers reimbursable school meals that meet [USDA](#)



[nutrition standards.](#))

The SFA will allow all students, after obtaining food, to have at least 20 minutes of seat time to eat breakfast and lunch.

The SFA will use specific strategies to increase participation in the school meal program by discouraging the consumption of competitive foods in place of school meals by limiting competitive food choices during mealtimes in the cafeteria.

Although the SFA currently qualifies for community eligibility which allows all students receive a reimbursable meal without paying money, the SFA, regardless of eligibility, must serve students a reimbursable meal, regardless of whether the student has money to pay or owes money.

The SFA has implemented plans to protect student privacy. Student files are kept confidential with limited access. In addition to file confidentiality to protect student's privacy, all students submit a lunch card (with only their name and grade on it), to the cafeteria staff, when picking up their lunch meal.

Staff Qualifications and Professional Development

All school nutrition program directors, managers, and staff will meet or exceed hiring and annual continuing education/training requirements in the [USDA professional standards for child nutrition professionals](#). These school nutrition personnel will refer to [USDA's Professional Standards for School Nutrition Standards website](#) to search for training that meets their learning needs.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. The SFA will make drinking water available where school meals are served during mealtimes.

Competitive Foods and Beverages

The SFA is committed to ensuring that all foods and beverages available to students on the school campus* during the school day* support healthy eating. The foods and beverages sold and served outside of the school meal programs (i.e., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information are available at:

<https://www.fns.usda.gov/cn/tools-schools-focusing-smart-snacks>

Celebrations and Rewards

All foods offered on the school campus will meet or exceed the USDA Smart Snacks in School nutrition standards including through:

1. Celebrations and parties. The SFA will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents.
3. Rewards and incentives. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus* during the school day*. The SFA will make available to parents and teachers a list of healthy fundraising ideas

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout the school, classrooms, recreational areas, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff and teachers, parents, students, and the community.

School administrators will encourage school staff members to model healthy eating and physical activity behaviors within the school's community.

The SFA will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs.

Nutrition Education

The SFA aims to teach, model, encourage, and support healthy eating by students. Schools will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Include enjoyable, developmentally-appropriate, culturally-relevant, and participatory activities;
- Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;
- Emphasize caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Include nutrition education training for teachers and other staff.
- Provide nutrition education that will provide the knowledge and skills necessary to promote

health.

- Nutrition education will be integrated into the broader curriculum, where appropriate.

Food and Beverage Marketing in Schools

The SFA is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The SFA strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on SFA property that contains messages inconsistent with the health information the SFA is imparting through nutrition education and health promotion efforts. It is the intent of the SFA to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the SFA's wellness policy.

IV. Physical Activity

Physical activity during the school day (including but not limited to recess, physical activity breaks, or physical education) **will not be withheld** as punishment for any reason.

Physical activity opportunities are provided for students before and after school in the SFA elementary and middle schools. To the extent practicable, the SFA will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The SFA will conduct necessary inspections and repairs.

Physical Education

The SFA will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education.

All students in the SFA shall receive the minimum of the required minutes per week of physical education instruction throughout the school year per CDE guidelines.

All students will be provided equal opportunity to participate in physical education classes. The SFA will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

The SFA shall provide physical education for grades K-8 taught by a certified/licensed teacher who is endorsed to teach physical education.

The SFA shall provide all physical education teachers with annual professional development opportunities that are focused on physical education/physical activity topics and competencies specifically for physical education teachers."

The SFA prohibits students from being exempt from PE for other courses.

Outdoor recess

Outdoor recess will be offered when weather is feasible for outdoor play.

In the event that the school or SFA must conduct **indoor recess**, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable. The SFA will maintain and enforce its own indoor recess guidelines

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

V. Other Activities that Promote Student Wellness

The SFA will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. The SFA will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development,

All school-sponsored events will adhere to the wellness policy. All school-sponsored wellness events will include physical activity opportunities.

The SFA will support employee wellness through vector health and wellness training classes and providing free water and healthy snacks when possible.

Glossary:

Extended School Day - time during before and afterschool activities that includes clubs, intramural sports, band and choir practice, drama rehearsals, etc.

School Campus - areas that are owned or leased by the school and used at any time for school-related activities such as the school building or on the school campus, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields, and stadiums (e.g. on scoreboards, coolers, cups, and water bottles), or parking lots.

School Day - midnight the night before to 30 minutes after the end of the instructional day.

Triennial – recurring every three years.

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-00-02-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
program.intake@usda.gov

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