



Elevate School

Board Meeting

Date and Time

Wednesday June 28, 2023 at 2:00 PM PDT

Location

Elevate Middle School Campus, Room 104
8404 Phyllis Place
San Diego, CA 92123

The public comment portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or those items that are on the agenda. These presentations are limited to three (3) minutes per person and the total time allotted to non-agenda items will not exceed fifteen (15) minutes. Individuals wishing to speak please complete a [Public Comment Request Form](#) by 10:00am on the day of the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			2:00 PM
A. Record Attendance and Guests		Kirsten Grimm	1 m
B. Call the Meeting to Order		Kirsten Grimm	1 m
C. Approve Agenda	Vote	Kirsten Grimm	1 m
D. Approve Minutes from May 8 Regular Board Meeting	Approve Minutes	Kirsten Grimm	1 m

	Purpose	Presenter	Time
E. Approve Minutes from May 30 Special Board Meeting	Approve Minutes	Kirsten Grimm	2 m
F. Core Values and Board Meeting Protocol		Kirsten Grimm	2 m
G. Non-Agenda Public Comment		Kirsten Grimm	5 m
II. Agenda Items			2:13 PM
A. Board Goal Updates Board Manual, Strategic Planning, Compensation Package, Leadership Sustainability	Discuss	Kirsten Grimm	10 m
B. Executive Director Report	FYI	Ryan Elliott	15 m
C. Financial Update	FYI	Adam McWethy	15 m
D. 2023-24 Local Indicators Report	FYI	Ryan Elliott	10 m
E. Public Hearing for 2023-24 LCAP	Discuss	Ryan Elliott	10 m
F. Approve 23-24 LCAP	Vote	Ryan Elliott	10 m
G. Approve 23-24 Budget	Vote	Adam McWethy	10 m
H. Approve 23-24 EPA Spending Plan	Vote	Ryan Elliott	5 m
I. Approve 23-24 Declaration of Need (DON)	Vote	Ryan Elliott	5 m
J. Approve Revised 23-24 Academic Calendar and Instructional Minutes Calendar revision is to move conference week in March from 3/18-22 to 3/25-29. Instructional Minutes are unchanged.	Vote	Ryan Elliott	5 m
K. Vote to Reappoint Cheryl Gorman for a 2nd Board Term (July 1, 2023-June 20, 2026)	Vote	Kirsten Grimm	5 m
L. Vote to Appoint Two (2) New Board Members (July 1, 2023-June 20, 2026) Veronica Maxwell (Educational Leadership) Becky Madeja (Facility Design)	Vote	Kirsten Grimm	10 m

	Purpose	Presenter	Time
III. Consent Agenda			4:03 PM
A. Approve 23-24 Contracts with: The Uniform Store, Top Notch, LunchAssist, Camp Cuyamaca, Specialized Services, Apex Therapies, Sound Therapies	Vote	Ryan Elliott	2 m
IV. Closed Session			4:05 PM
A. Employee Evaluation (Executive Director)	Discuss	Kirsten Grimm	15 m
V. Reconvene To Open Session			4:20 PM
A. Report Any Action Taken in Closed Session	FYI	Kirsten Grimm	5 m
VI. Closing Items			4:25 PM
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes from May 8 Regular Board Meeting

Section: I. Opening Items
Item: D. Approve Minutes from May 8 Regular Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on May 8, 2023

APPROVED



Elevate School

Minutes

Board Meeting

Date and Time

Monday May 8, 2023 at 4:00 PM

Location

Elevate Middle School Campus, Fireside Room
8404 Phyllis Place
San Diego, CA 92123

The public comment portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or those items that are on the agenda. These presentations are limited to three (3) minutes per person and the total time allotted to non-agenda items will not exceed fifteen (15) minutes. Individuals wishing to speak please complete a [Public Comment Request Form](#) by 10:00am on the day of the meeting.

Directors Present

Adam McWethy, Chancellor Brown, Cheryl Gorman, Kirsten Grimm

Directors Absent

Robin McCulloch

Guests Present

9 members of public, DeAnna Jones (remote), Ryan Elliott

I. Opening Items

A.

Record Attendance and Guests

B. Call the Meeting to Order

Kirsten Grimm called a meeting of the board of directors of Elevate School to order on Monday May 8, 2023 at 4:20 PM.

C. Approve Agenda

Cheryl Gorman made a motion to Approve the Agenda.

Adam McWethy seconded the motion.

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

D. Approve Minutes from April 10 Regular Board Meeting

E. Core Values and Board Meeting Protocol

F. Non-Agenda Public Comment

II. Agenda Items

A. Executive Director Report

Ryan gave executive summary emphasis on staff retention.

\$20K from Elevate Foundation for field trips

B. Financial Update and Draft 23-24 Budget

DeAnna presented current and draft budgets. Approval of next years budget will be in June meeting.

C. Board Goal Updates

Kristen gave update on board goals

D. Approve Strategic Planning Agreement with Third Plateau

Kristen and Adam gave an update on the strategic plan. Jonathan from Third Plateau will provide strategic planning consulting.

Chancellor Brown made a motion to Approval Third Plateau.

Adam McWethy seconded the motion.

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

E. Approve Material Revision

Parent discussion on removal of parent board member requirement

Cheryl Gorman made a motion to Approve material revision.

Chancellor Brown seconded the motion.

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

Roll Call

Kirsten Grimm Aye
Cheryl Gorman Aye
Robin McCulloch Absent
Adam McWethy Abstain
Chancellor Brown Aye

F. Approve Board Manual

Kristen discusses updates to board manual.
Chancellor Brown made a motion to approve Board Manual.
Adam McWethy seconded the motion.
The board **VOTED** unanimously to approve the motion.

G. Approve Expanded Learning Opportunity Plan (ELO-P), Revised

Ryan gave an update on ELO-P.
Adam McWethy made a motion to approve revised Expanded learning Opportunity Plan.
Chancellor Brown seconded the motion.
The board **VOTED** unanimously to approve the motion.

H. Approve Revised Wellness Policy

Ryan discussed revisions to wellness policy
Adam McWethy made a motion to approve revised Wellness Policy.
Cheryl Gorman seconded the motion.
The board **VOTED** unanimously to approve the motion.

I. Approve Independent Educational Evaluation (IEE) Policy

Ryan discussed Independent Education Evaluation (IEE) Policy
Chancellor Brown made a motion to Independent Educational Evaluation (IEE) Policy.
Cheryl Gorman seconded the motion.
The board **VOTED** unanimously to approve the motion.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:42 PM.

Respectfully Submitted,
Chancellor Brown

Coversheet

Approve Minutes from May 30 Special Board Meeting

Section: I. Opening Items
Item: E. Approve Minutes from May 30 Special Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on May 30, 2023

DRAFT



Elevate School

Minutes

Special Board Meeting

Date and Time

Tuesday May 30, 2023 at 8:15 AM

Location

Elevate School

2285 Murray Ridge Road, San Diego CA 92123

The public comment portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or those items that are on the agenda. These presentations are limited to three (3) minutes per person and the total time allotted to non-agenda items will not exceed fifteen (15) minutes. Individuals wishing to speak please complete a [Public Comment Request Form](#) by 10:00am on the day of the meeting.

Directors Present

Adam McWethy, Chancellor Brown, Cheryl Gorman

Directors Absent

Kirsten Grimm, Robin McCulloch

Guests Present

Ryan Elliott

I. Opening Items

A. Record Attendance and Guests

B.

Call the Meeting to Order

Cheryl Gorman called a meeting of the board of directors of Elevate School to order on Tuesday May 30, 2023 at 8:15 AM.

C. Approve Agenda

Adam McWethy made a motion to approve the agenda.
Chancellor Brown seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Core Values and Board Meeting Protocol

E. Non-Agenda Public Comment

II. Agenda Items

A. Approve Board Resolution to Request Participation in San Diego County Risk Management Joint Powers Authority (JPA) Program

Adam McWethy made a motion to approve the board resolution.
Chancellor Brown seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Approve Board Resolution to Pursue Membership in the Schools Excess Liability Fund (SELF)

Chancellor Brown made a motion to approve the agenda.
Adam McWethy seconded the motion.
The board **VOTED** unanimously to approve the motion.

III. Closing Items

A. Adjourn Meeting

Cheryl Gorman made a motion to Adjourn meeting.
Adam McWethy seconded the motion.
The board **VOTED** unanimously to approve the motion.
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:30 AM.

Respectfully Submitted,
Chancellor Brown

Coversheet

Core Values and Board Meeting Protocol

Section: I. Opening Items
Item: F. Core Values and Board Meeting Protocol
Purpose:
Submitted by:
Related Material: Elevate Core Values & Board Meeting Norms.pdf

Elevate Core Values & Board Meeting Norms

Excellence: We hold ourselves to a high standard, and believe everyone in our community is capable of achieving greatness.

- We seek opportunities and are prepared to take advantage of them
- We challenge each other in order to achieve the highest standards
- We follow-through on our commitments

Leadership: We believe every person is capable of creativity and innovation that can cause positive change in the world. We will create the opportunities for all students + staff to practice and achieve their leadership potential.

- We model the 7 Habits in our interactions and influence our school community to do the same
- We recognize and build upon the creativity, innovation, and leadership of one another and all those in our school community
- We take a learning stance and seek out examples of innovation and best practice in order to grow

Justice: We are agents of change committed to exploring how our identities, community diversity, and action lead to justice.

- We solicit and listen to all community input, especially voices that often go unheard
- We are transparent with our rationale for decision-making
- We make decisions honoring our most vulnerable members
- We make decisions consistent with Elevate Core Values

Community: We are better together. Each member is valued as an essential contributor to our community.

- We speak to each other in-person, and with kindness and respect, when expressing thoughtful and challenging ideas
- We listen with an ear of understanding and consideration for different perspectives and life experiences
- We focus on bringing the entire Elevate community together by honoring the benefits of our diversity

This is a living document: we will check in on our Elevate Board Meeting Norms based on our Core Values at our annual retreat. As a Board we will undergo a self-assessment of Elevate Board Meeting Norms as needed to encourage mindfulness.

Coversheet

Financial Update

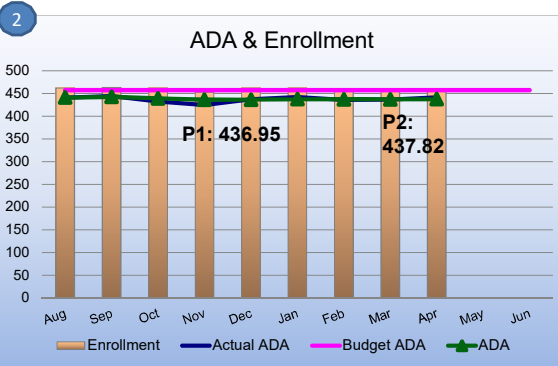
Section: II. Agenda Items
Item: C. Financial Update
Purpose: FYI
Submitted by:
Related Material: EE School April 2023 Financial Packet.pdf

ELEVATE SCHOOL - Financial Dashboard (April 2023)

1 Key Performance Indicators

ADA vs. Budget ● Cash on Hand ●

Net Income / (Loss) ● Year-End Cash ●



3 Average Daily Attendance Analysis

Category	Forecasted P2	Budgeted P2	Better/ (Worse)	Prior Year P2
Enrollment	459	475	(16)	418
ADA %	95.0%	96.3%	-1.3%	93.9%
ADA	437.82	457.19	(19.37)	392.37

KEY POINTS

LCFF
Governor Newsom fully funds the 8.22% cost-of-living adjustment for the Local Control Funding Formula (LCFF) in 2023-24 at a cost of \$3.4 billion, when combined with declining enrollment. The May Revision utilizes \$2.7 billion in one-time resources to support the ongoing cost of the LCFF, a significant increase since January.
(January proposal included a 8.13% COLA)

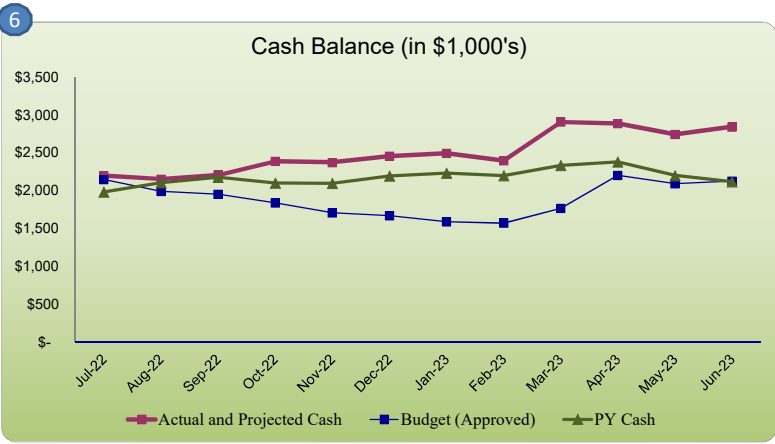
Reductions
The Arts, Music, and Instructional Materials Discretionary Block Grant is proposed for additional reductions at the May Revision, taking support for the block grant from \$3.6 billion in the 2022-23 Enacted Budget to approximately \$1.8 billion at the May Revision.
(The Legislative Branch approved the budget with a lesser reduction than the Governor's Revision)
A funding stream untouched in January 2023, the May Revision proposes to reduce the 2022-23 Learning Recovery Emergency Block Grant from approximately \$7.9 billion to approximately \$5.4 billion.
(The Legislative Branch approved the budget with a lesser reduction than the Governor's Revision)

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	45.3%	48.3%	3.0%	45.2%
3-Year Average %	43.9%	41.1%	-2.8%	42.5%
District UPP C. Grant Cap	57.1%	58.4%	1.2%	58.4%

5 INCOME STATEMENT

INCOME STATEMENT	As a % of Revenue	Forecast	VS. Budget	FY 22-23 YTD			Historical		
		As of 04/30/23	FY 22-23 Budget	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 21-22 Unaudited	FY 20-21
Local Control Funding Formula		4,600,873	4,682,992	(82,119)	3,701,235	3,583,161	118,074	3,762,827	3,108,971
Federal Revenue		1,115,041	940,077	174,964	682,825	707,436	(24,611)	934,496	824,446
State Revenue		451,075	422,392	28,683	1,228,271	373,788	854,483	450,739	188,492
Other Local Revenue		431,740	414,896	16,844	284,170	302,857	(18,687)	245,463	255,270
Grants/Fundraising		85,250	172,000	(86,750)	7,889	168,275	(160,386)	117,904	61,799
TOTAL REVENUE		6,683,979	6,632,358	51,622	5,904,390	5,135,516	768,874	5,511,428	4,438,978
<i>Total LCFF per ADA</i>		<i>10.509</i>	<i>10.696</i>	<i>(188)</i>				<i>14,047</i>	<i>12,701</i>
Certificated Salaries		2,832,622	2,952,136	119,515	2,282,120	2,400,323	118,203	2,268,347	1,705,279
Classified Salaries		821,236	823,039	1,804	671,070	673,903	2,833	675,155	601,648
Benefits		1,024,612	1,030,913	6,301	886,267	853,549	(32,718)	831,976	625,991
<i>Total Payroll Expenses</i>	<i>4,678,469 70%</i>								
Student Supplies		485,295	316,175	(169,120)	390,090	256,972	(133,119)	410,742	446,895
Operating Expenses		1,424,129	1,420,341	(3,788)	1,178,765	1,158,928	(19,837)	1,162,128	954,462
Other		45,615	29,750	(15,865)	37,547	24,815	(12,732)	28,363	24,342
<i>Total Other Operating Expenses</i>	<i>1,955,039 29%</i>								
TOTAL EXPENSES		6,633,509	6,572,354	(61,155)	5,445,860	5,368,489	(77,371)	5,376,712	4,358,617
NET INCOME / (LOSS)		50,471	60,003	(9,533)	458,530	(232,973)	691,503	134,716	80,361



Year-End Cash Balance

Projected	Budget	Variance
2,846,066	2,130,221	715,845

7 Balance Sheet

Balance Sheet	6/30/2022	3/31/2023	4/30/2023	6/30/2023 FC
Assets				
Cash, Operating	1,315,515	2,103,258	2,082,911	1,851,040
Cash, Board Designated	806,507	806,507	806,507	995,026
Accounts Receivable	731,219	160,355	155,619	916,523
Other Assets	146,628	97,332	101,457	188,625
Net Fixed Assets	98,967	126,361	127,327	119,259
Total Assets	3,098,836	3,293,813	3,273,820	4,070,473
Liabilities				
A/P & Payroll	200,196	192,331	202,266	294,369
Due to Others	32,539	32,539	32,539	1,145,148
Deferred Revenue	285,615	0	0	0
Total Liabilities	518,350	224,870	234,805	1,439,517
Equity				
Beginning Fund Bal.	2,445,769	2,580,485	2,580,485	2,580,485
Net Income/(Loss)	134,716	488,457	458,530	50,471
Total Equity	2,580,485	3,068,942	3,039,016	2,630,956
Total Liabilities & Equity	3,098,836	3,293,813	3,273,820	4,070,473
Days Cash on Hand	90	114	115	103
Cash Reserve %	24.6%	31.3%	31.6%	28.1%



ELEVATE SCHOOL
 2022-23 Cash Flow Forecast
 Prepared by ExED. For use by ExED and ExED clients only. © 2022 ExED

Actuals as of 4/30/2023

	ACTUAL Jul-22	ACTUAL Aug-22	ACTUAL Sep-22	ACTUAL Oct-22	ACTUAL Nov-22	ACTUAL Dec-22	ACTUAL Jan-23	ACTUAL Feb-23	ACTUAL Mar-23	ACTUAL Apr-23	May-23	Jun-23	Accrual	FORECAST Jul-22 - Jun-23
Income														
8011-8098 - Local Control Funding Formula Sources														
8011 Local Control Funding Formula	57,660	57,660	103,788	149,711	103,788	103,788	126,258	52,569	52,569	52,569	116,289	116,140	192,982	1,285,770
8012 Education Protection Account	-	-	19,619	-	-	19,618	-	-	25,553	-	-	22,774	-	87,564
8096 In Lieu of Property Taxes	-	194,838	389,676	259,784	242,288	255,667	255,667	255,667	641,828	280,670	228,292	428,292	(205,129)	3,227,539
Total 8011-8098 - Local Control Funding Formula Sources	57,660	252,498	513,083	409,495	346,076	379,073	381,925	312,972	715,214	333,239	344,580	567,205	(12,148)	4,600,873
8100-8299 - Federal Revenue														
8181 Special Education - Federal (IDEA)	-	-	-	-	-	-	-	-	-	-	-	-	52,000	52,000
8221 Child Nutrition - Federal	-	14,666	-	-	3,709	-	15,153	-	9,652	-	13,578	11,980	49,552	118,289
8291 Title I	-	-	-	-	-	14,305	24,468	-	-	-	-	-	19,892	58,665
8292 Title II	-	-	-	-	-	-	2,755	4,753	-	3,506	-	-	117	11,131
8295 Title IV, SSAE	-	-	-	-	-	-	10,000	-	-	-	-	-	-	10,000
8296 Title IV, PCSGP	-	-	-	-	-	-	89,572	-	24,968	-	-	-	20,858	135,398
8297 Facilities Incentive Grant	-	-	-	40,000	-	-	-	-	-	-	-	-	-	40,000
8299 All Other Federal Revenue	-	1,824	22,060	12,389	27,841	-	-	169,462	187,876	3,867	-	-	264,239	689,558
Total 8100-8299 - Other Federal Income	-	16,490	22,060	52,389	31,550	14,305	141,948	174,215	222,496	7,373	13,578	11,980	406,658	1,115,041
8300-8599 - Other State Revenue														
8520 Child Nutrition - State	-	-	-	40,500	30,626	-	56,978	-	27,699	-	3,479	3,069	(\$20,252)	142,099
8550 Mandate Block Grant	-	-	-	-	7,196	-	-	-	-	-	-	-	-	7,196
8561 State Lottery - Non Prop 20	-	-	-	-	-	-	38,944	-	25,571	-	-	-	9,948	74,463
8562 State Lottery - Prop 20	-	-	-	-	-	-	5,755	-	11,608	-	-	-	11,984	29,347
8560 Lottery Revenue	-	-	-	-	-	-	44,700	-	37,179	-	-	-	21,932	103,811
8592 State Mental Health	-	-	-	5,494	1,766	-	1,766	-	4,676	-	-	-	11,641	25,343
8595 Expanded Learning Opportunity Program	15,215	15,215	27,388	27,388	121,831	27,388	27,388	27,431	27,431	27,431	8,089	8,089	(319,840)	40,443
8599 State Revenue - Other	-	175	19,097	-	333,069	130,818	-	-	(57,215)	199,641	-	-	(493,402)	132,183
Total 8300-8599 - Other State Income	15,215	15,390	46,485	73,382	494,488	158,206	130,832	27,431	39,770	227,072	11,567	11,158	(799,921)	451,075
8600-8799 - Other Local Revenue														
8660 Interest & Dividend Income	-	1,986	-	3,815	-	2,970	2,975	-	7,809	2,487	-	-	9,960	32,000
8692 Grants	-	-	-	-	3,580	500	1,000	-	1,973	-	-	521	3,176	10,750
8695 Contributions & Events	-	-	149	-	127	-	-	145	-	-	-	-	68,079	68,500
8696 Other Fundraising	-	-	-	-	-	-	-	-	415	-	2,465	472	2,648	6,000
8699 All Other Local Revenue	-	-	-	5,879	-	-	-	-	-	-	746	-	18,375	25,000
8792 Transfers of Apportionments - Special Education	-	-	-	87,008	27,948	-	29,501	-	62,994	-	35,681	35,681	95,926	374,740
Total 8600-8799 - Other Income-Local	48,800	1,986	149	96,701	31,655	3,470	33,476	145	73,191	2,487	38,892	36,674	149,365	516,990
Prior Year Adjustments														
8999 Other Prior Year Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL INCOME	121,675	286,364	581,777	631,967	903,769	555,054	688,181	514,763	1,050,671	570,171	408,618	627,018	(256,046)	6,683,979
Expense														
1000 - Certificated Salaries														
Total 1000 - Certificated Salaries	28,817	167,476	272,972	261,128	258,312	259,888	242,653	255,104	267,400	268,370	281,400	269,101	-	2,832,622
2000 - Classified Salaries														
Total 2000 - Classified Salaries	12,145	39,301	76,648	82,855	71,123	67,437	74,460	87,716	88,334	71,051	82,376	67,789	-	821,236
3000 - Employee Benefits														
3111 STRS - State Teachers Retirement System	5,373	31,585	52,518	45,464	49,782	50,083	46,791	49,152	48,986	50,312	51,247	48,898	-	530,190
3311 OASDI - Social Security	711	2,334	4,547	4,743	4,015	3,817	4,206	5,075	5,082	4,037	5,107	4,203	-	47,877
3331 MED - Medicare	584	2,998	5,070	4,870	4,659	4,636	4,478	4,867	5,038	4,808	4,975	4,585	-	51,569
3401 H&W - Health & Welfare	29,072	48,628	23,615	47,539	36,112	29,113	26,402	29,566	29,978	28,658	-	-	-	328,683
3501 SUI - State Unemployment Insurance	201	1,034	1,748	1,679	1,607	1,599	1,544	1,678	1,737	1,658	1,669	1,534	-	17,690
3601 Workers' Compensation Insurance	5,529	2,534	2,534	2,534	2,031	2,534	2,534	2,534	2,533	2,533	-	-	-	27,829
3901 Other Retirement Benefits	109	466	600	596	537	503	427	491	476	443	618	508	-	5,773

ELEVATE SCHOOL
 2022-23 Cash Flow Forecast
 Prepared by ExED. For use by ExED and ExED clients only. © 2022 ExED

Actuals as of 4/30/2023

	ACTUAL Jul-22	ACTUAL Aug-22	ACTUAL Sep-22	ACTUAL Oct-22	ACTUAL Nov-22	ACTUAL Dec-22	ACTUAL Jan-23	ACTUAL Feb-23	ACTUAL Mar-23	ACTUAL Apr-23	May-23	Jun-23	Accrual	FORECAST Jul-22 - Jun-23
3902 Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-	15,000	15,000
Total 3000 - Employee Benefits	41,580	89,579	90,631	107,425	98,741	92,284	86,382	93,364	93,831	92,449	63,616	59,729	15,000	1,024,612
4000 - Supplies														
4111 Core Curricula Materials	18,726	9,540	-	-	-	-	-	7,136	4,788	-	2,190	2,190	-	44,571
4211 Books & Other Reference Materials	4,592	695	1,713	-	-	95	42	30	127	92	604	604	-	8,595
4311 Student Materials	33	12,051	26,947	10,316	2,168	1,426	4,160	1,584	6,602	1,273	1,721	1,721	-	70,000
4351 Office Supplies	222	2,274	5,803	4,663	2,329	2,849	1,764	4,109	2,806	2,843	3,164	895	895	31,453
4371 Custodial Supplies	-	136	896	1,685	1,304	1,060	1,068	991	1,053	1,134	557	557	-	10,439
4391 Food (Non Nutrition Program)	-	1,509	2,582	1,161	2,298	507	790	230	1,143	1,377	1,255	1,255	-	14,107
4392 Uniforms	-	-	-	387	6,953	1,034	86	-	2,241	2,427	269	269	-	13,664
4393 PE & Sports Equipment	-	-	-	446	1,474	115	-	314	76	500	471	471	-	3,868
4399 All Other Supplies	-	3,490	3,153	2,683	660	1,477	(67)	3,909	2,896	537	149	149	-	19,036
4390 Other Supplies	-	4,999	5,735	4,677	11,385	3,132	809	4,453	6,356	4,840	2,144	2,144	-	50,675
4411 Non Capitalized Equipment	36,380	6,001	9,672	11,742	1,085	10,423	3,417	16,162	428	5,083	1,303	1,303	-	103,000
4711 Nutrition Program Food & Supplies	-	-	3,829	17,635	29,796	9,402	15,552	-	13,975	-	10,485	10,485	55,407	166,563
Total 4000 - Supplies	59,953	35,695	54,594	50,717	48,067	28,387	26,811	34,465	36,137	15,265	19,899	19,899	55,407	485,295
5000 - Operating Services														
5211 Travel & Conferences	-	50	-	1,233	256	56	-	998	1,566	859	1,516	1,516	-	8,050
5311 Dues & Memberships	9,923	150	1,425	-	-	-	1,600	30	(30)	-	697	697	-	14,492
5451 General Insurance	16,235	6,102	6,102	6,102	6,102	6,102	6,102	6,102	6,102	6,103	107	107	-	71,368
5511 Utilities	-	-	-	-	-	2,600	-	2,298	-	-	6,316	6,316	-	17,530
5531 Housekeeping Services	2,171	4,134	934	12,659	4,049	7,240	3,679	4,148	4,120	4,073	2,653	2,653	-	52,513
5599 Other Facility Operations & Utilities	-	108	663	209	440	108	195	214	108	914	4,187	4,187	-	11,334
5619 Other Facility Rentals	42,975	34,155	61,312	35,517	36,042	472	72,862	37,817	41,917	36,117	9,205	9,205	-	417,600
5621 Equipment Lease	1,522	979	2,132	2,161	3,278	3,396	534	2,708	2,559	1,028	2,580	2,580	-	25,458
5631 Vendor Repairs	-	900	-	159	-	473	-	-	568	112	906	906	-	4,024
5812 Field Trips & Pupil Transportation	-	-	91	1,831	19,331	4,413	797	3,599	6,509	1,374	853	853	-	39,650
5821 Legal	-	650	599	668	-	329	763	1,313	4,489	10,613	2,627	2,627	-	24,675
5823 Audit	-	-	-	-	-	685	5,250	-	-	-	4,672	4,672	-	15,279
5831 Advertisement & Recruitment	164	2,006	-	-	-	-	-	-	145	-	2,030	2,030	-	6,376
5842 Special Education Services	-	828	2,407	13,007	12,390	11,348	10,348	19,314	14,838	39,777	16,896	16,896	-	158,049
5843 Non Public School	-	-	-	-	-	-	-	-	-	-	9,250	9,250	-	18,500
5844 After School Services	-	-	-	-	160	-	-	-	120	6,221	-	-	-	6,501
5849 Other Student Instructional Services	-	5,622	836	5,152	11,767	4,926	5,119	4,199	5,916	6,416	192	192	-	50,338
5852 PD Consultants & Tuition	-	-	4,826	2,671	11,398	2,435	-	75	-	480	11,690	11,690	-	45,265
5859 All Other Consultants & Services	17,207	20,008	14,018	29,058	32,173	24,292	24,206	16,377	10,175	24,217	8,284	8,284	-	228,300
5861 Non Instructional Software	22,411	2,758	1,591	3,457	2,267	1,048	108	4,853	141	112	3,298	3,298	-	45,340
5865 Fundraising Cost	-	-	-	-	-	-	-	-	-	-	5,082	5,082	-	10,164
5871 District Oversight Fees	-	-	-	-	-	6,756	6,756	6,756	6,756	6,756	5,245	5,245	12,384	56,656
5872 Special Education Fees (SELPA)	-	-	-	-	-	-	-	-	-	-	-	-	12,802	12,802
5899 All Other Expenses	469	15	15	37	32	590	763	590	605	590	2,878	2,878	-	9,462
5911 Office Phone	87	371	371	4,261	4,094	-	2,279	-	2,406	-	3,522	3,522	-	20,914
5913 Mobile Phone	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5921 Internet	1,560	1,560	1,560	7,338	4,634	100	8,146	3,150	10,574	3,074	4,197	4,197	-	50,091
5923 Website Hosting	-	-	-	-	-	-	52	-	-	-	1,032	1,032	-	2,115
5931 Postage & Shipping	-	-	192	249	80	20	59	111	39	60	155	155	-	1,119
5999 Other Communications	-	12	12	12	12	12	12	12	12	12	28	28	-	165
Total 5000 - Operating Services	114,724	80,407	99,086	125,782	148,506	77,400	149,632	114,664	119,635	148,928	110,089	110,089	25,186	1,424,129
6000 - Capital Outlay														
6901 Depreciation Expense	2,905	3,230	3,777	3,754	3,754	4,030	3,995	4,034	4,034	4,034	4,034	4,034	-	45,615
6903 Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6999 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-

ELEVATE SCHOOL
 2022-23 Cash Flow Forecast
 Prepared by ExED. For use by ExED and ExED clients only. © 2022 ExED

Actuals as of 4/30/2023

	ACTUAL Jul-22	ACTUAL Aug-22	ACTUAL Sep-22	ACTUAL Oct-22	ACTUAL Nov-22	ACTUAL Dec-22	ACTUAL Jan-23	ACTUAL Feb-23	ACTUAL Mar-23	ACTUAL Apr-23	May-23	Jun-23	Accrual	FORECAST Jul-22 - Jun-23
Total 6000 · Capital Outlay	2,905	3,230	3,777	3,754	3,754	4,030	3,995	4,034	4,034	4,034	4,034	4,034	-	45,615
7000 · Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 7000 · Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSE	260,124	415,689	597,708	631,662	628,502	529,427	583,934	589,347	609,370	600,097	561,414	530,642	95,593	6,633,509
NET INCOME	(138,449)	(129,325)	(15,931)	305	275,267	25,628	104,246	(74,584)	441,301	(29,927)	(152,796)	96,376	(351,639)	50,471
Operating Income														96,086
EBITDA														96,086
Beginning Cash Balance	2,122,022	2,200,456	2,156,580	2,210,793	2,390,680	2,376,722	2,459,322	2,498,109	2,400,091	2,909,765	2,889,417	2,745,391	2,846,066	2,122,022
Cash Flow from Operating Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Income	(138,449)	(129,325)	(15,931)	305	275,267	25,628	104,246	(74,584)	441,301	(29,927)	(152,796)	96,376	(351,639)	50,471
Change in Accounts Receivable														
Prior Year Accounts Receivable	264,947	43,702	31,065	214,997	-	-	4,398	-	11,756	4,736	4,736	65,737	-	646,073
Current Year Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	(831,377)	(831,377)
Change in Due from	-	(244)	244	-	-	-	(3,223)	3,223	-	-	-	-	-	-
Change in Accounts Payable	(61,433)	17,198	13,837	(33,184)	(8,130)	(6,021)	9,176	(6,339)	49,501	8,369	-	21,697	70,407	75,076
Change in Due to	-	-	-	-	-	-	-	-	-	-	-	-	1,112,609	1,112,609
Change in Accrued Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Payroll Liabilities	(55,754)	41,283	33,840	(4,676)	781	73,474	(79,806)	5,305	3,082	1,566	-	-	-	19,096
Change in Prepaid Expenditures	85,362	(180)	(226)	(1,308)	(14)	-	-	(27,338)	-	(4,125)	-	(87,169)	-	(34,997)
Change in Deposits	(7,000)	-	-	-	-	-	-	-	-	-	-	-	-	(7,000)
Change in Deferred Revenue	-	-	-	-	(285,615)	-	-	-	-	-	-	-	-	(285,615)
Change in Other Long Term Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Other Long Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation Expense	2,905	3,230	3,777	3,754	3,754	4,030	3,995	4,034	4,034	4,034	4,034	4,034	-	45,615
Cash Flow from Investing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	(12,144)	(19,540)	(12,394)	-	-	(14,511)	-	(2,319)	-	(5,000)	-	-	-	(65,907)
Cash Flow from Financing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	2,200,456	2,156,580	2,210,793	2,390,680	2,376,722	2,459,322	2,498,109	2,400,091	2,909,765	2,889,417	2,745,391	2,846,066	2,846,066	2,846,066
Designated Portion of Ending Cash Balance	806,507	806,507	806,507	806,507	806,507	806,507	806,507	806,507	806,507	806,507	806,507	995,026	995,026	



Elevate School Financial Analysis April 2023

Net Income

Elevate School is projected to have a net income of \$50,471 in the Fiscal Year 2022-23. This is \$9,533 more than the current board-approved budget.

Balance Sheet

As of April 30, 2023, the school's operating cash balance was \$2,082,911, with an additional amount of \$806,507 reserved for Economic Uncertainty.

As of April 30, 2023, the Accounts Receivable balance was \$155,619.

As of April 30, 2023, the Accounts Payable balance, including payroll liabilities, totaled \$202,266.

Income Statement

Revenue

Total revenue for Fiscal Year 2022-23 is projected to be \$6,683,979, which is 51,622 more than the board-approved budget.

- LCFF is projected to be \$82,119 under budget based on a 459 enrollment and 95.0% ADA, resulting in a 437.82 Average Daily Attendance rate (approved budget COLA = 6.56%; current COLA = 6.56% + additional one-time investment).
- Federal Revenue is projected to be \$174,964 favorable mainly due to PCSG revenue, Child Nutrition Revenue, and additional ESSER funds.
- Other State Revenue is projected to be \$28,683 favorable due to an increase in State Child Nutrition Revenue.
- Grants/Fundraising projection was adjusted to a more conservative balance to the budgeted amount.

Expenses

Total expenses for the year are projected to be \$6,633,509. This is \$61,155 more than the budgeted amount.

- Certificated Salaries are projected to be \$119,515 less than the budgeted amount due to some adjustments to the staff FTE.
- Student Supplies are projected to be \$169,120 more than the budgeted amount due to additional PCSG and Nutrition Program Food & Supplies expenditures offset by the revenue.
- Other expenses are projected to be \$15,865 more than the budgeted amount due to depreciation expenses being higher than anticipated.

ADA & Enrollment

Financials were calculated based on an enrollment of 459 and ADA percentage of 95.0%, resulting in an Average Daily Attendance of 437.82. Budgeted enrollment was 475 with a 96.3% ADA percentage, resulting in an Average Daily Attendance of 457.19.

**Elevate School
Check Register
From 04/01/2023 to 04/30/2023**

Check #	Vendor Name	Date	Description	Amount
1002778	KCE CHAMPIONS LLC	4/10/2023	03/08/23 - DESSERT SERVICES WITH THE DIRECTORS	120.00
1002779	ODP BUSINESS SOLUTIONS LLC	4/10/2023	PAPER, PAINTER TAPE, TAPE, ETC	1,342.85
1002780	RUN THE RACE LLC	4/10/2023	03/13/23-03/24/23 - MAINTENANCE & CUSTODIAL SERVICES FOR SM CAMPUS	504.00
1002781	DENISE FINNEY	4/10/2023	03/22/23-03/23/23 - EDUCATIONAL CONSULTATION	500.00
1002782	YOUNG, MINNEY & CORR, LLP	4/10/2023	03/23 - LEGAL SERVICES	2,613.00
1002783	AT&T	4/10/2023	03/07/23-04/06/23 - PHONE SERVICE	2,405.55
1002784	ADAM MCWETHY	4/10/2023	PMB LOBBY LOUNGE - CCSA CONFERENCE, SD INTERNATIONAL AIRPORT - PARKING VOUCHER	95.36
1002785	DBA CITY VIEW CHURCH	4/10/2023	05/23 - OFFICE SPACE RENTAL - KI 102, FLC, KIDS ISLAND	4,000.00
1002786	CALNET	4/10/2023	03/23 - INTERNET SERVICE FOR ALL CAMPUSES	3,074.12
1002787	PICTURE WHAT'S NEXT, LLC	4/10/2023	03/14/23-03/21/23 - SPECIAL EDUCATION CONSULTANT PMB LOBBY LOUNGE - BREAKFAST - CCSA CONFERENCE, TAXI FARE - CCSA CONFERENCE,	675.00
1002788	RYAN ELLIOTT	4/10/2023	ETC	277.01
1002789	DBA BEARCOM	4/10/2023	RADIO ANTENNAS	66.91
1002790	CALIFORNIA DEPARTMENT OF EDUCATION	4/10/2023	03/23 - PRE-K PROGRAM PLANNING & IMPLEMENTATION APPT MAKE MY NEWSPAPER - NEWSPAPER MATERIAL, FEDEX - NEWSPAPER MATERIAL,	57,215.00
1002791	SCOTT DUKA	4/17/2023	TEACHERS PAY TEACHERS - LESSON PLAN, ETC	401.36
1002792	TAN HUYNH	4/17/2023	HOME DEPOT - GLASS GLUE, T-SQUARE, FIBERGLASS, AMAZON - PLEXIGLASS	500.84
1002793	AZTEC LEASING, INC	4/17/2023	03/10/23-04/09/23 - COPIER LEASE	261.84
1002794	AZTEC LEASING, INC	4/17/2023	03/27/23-04/26/23 - COPIER LEASE	765.94
1002795	CINTAS	4/17/2023	MICROFIBER TOWELS, SIG SANTS, SANITIZER, ETC FOR TS CAMPUS	364.14
1002796	DENISE FINNEY	4/17/2023	03/23/23 - EDUCATIONAL CONSULTATION	500.00
1002797	THE UNIFORM STORE	4/17/2023	HOODED SWEATSHIRTS 6TH GRADE	2,240.66
1002798	IDENTITY THEFT GUARD SOLUTIONS, INC	4/17/2023	03/23 - IDENTITY THEFT PROTECTION	362.21
1002799	OPEN WORKS	4/17/2023	04/23 - JANITORIAL SERVICES AT TS CAMPUS	2,734.00
1002800	ODP BUSINESS SOLUTIONS LLC	4/17/2023	PAPER, PENCILS FOR TESTING	337.87
1002801	NCS PEARSON, INC	4/17/2023	SPED INTERACTIVE STUDENT MATERIALS	36.90
1002802	SPOT KIDS THERAPY, INC	4/17/2023	07/22-03/23 - OCCUPATIONAL THERAPY	37,064.00
1002803	THE UNIFORM STORE	4/24/2023	BASKETBALL REVERSIBLE JERSEYS	1,091.40
1002804	SPOONER'S WOODWORKS, INC	4/24/2023	CABINETS FOR MIDDLE SCHOOL - 50% DEPOSIT	5,000.00
1002805	CINTAS	4/24/2023	MICROFIBER TOWELS, SIG SANTS, SANITIZER, ETC FOR TS CAMPUS	263.31
1002806	DENISE FINNEY	4/24/2023	04/11/23 - EDUCATIONAL CONSULTATION	500.00
1002807	NOEL BRAY-HOAGLAND	4/24/2023	ROUND UP FEED STORE - INCUBATOR THERMOMETERS	15.20
1002808	ALICIA HITHE	4/24/2023	MILEAGE	40.74
1002809	BRENDA BEYER	4/24/2023	(1) FB MARKETPLACE - SOFA FOR SPED OFFICE, LIBELULA BOOK - BOOK FOR LESSONS, ETC	169.62
1002810	RUN THE RACE LLC	4/24/2023	03/27/23-04/07/23 - MAINTENANCE & CUSTODIAL SERVICES FOR SM CAMPUS	504.00
1002811	TAN HUYNH	4/24/2023	HOME DEPOT - DRILL KIT FOR CLASS	10.74
1002812	LAW OFFICES OF PAUL A. HEFLEY, JR	4/24/2023	10/31/22-03/29/23 - SETTLEMENT AGREEMENT	8,000.00
1002813	EDLIO, LLC COLLECTIONS	4/24/2023	07/01/23-06/30/24 - WEBSITE CONTENT MANAGEMENT SYSTEM	4,125.00
1413M	TONY LAW	4/4/2023	03/23 - CUSTODIAL SERVICES	330.75
2304030-1019M	CHARTER TECH SERVICES	4/3/2023	04/23 - MONTHLY TECH SERVICE	2,500.00
2304040-1019M	CHARTERSAFE	4/4/2023	04/23 - PREMIUM PACKAGE, WORKERS' COMPENSATION	8,636.00
2304100-1019M	MATHEMATICS LEAGUES INC	4/10/2023	04/23 - MATH COMPETITION FEE	109.90
2304120-1019M	CHOICE BUILDER ADMINISTRATORS	4/12/2023	05/23 - HEALTH PREMIUM	3,026.18
2304180-1019M	MUTUAL OF OMAHA INSURANCE COMPANY	4/18/2023	05/23 - HEALTH PREMIUM	1,162.99
2304181-1019M	ASSURITY LIFE INSURANCE COMPANY	4/18/2023	04/23 - HEALTH PREMIUM	2,296.20
2304210-1019M	CALIFORNIA CHOICE BENEFIT ADMINISTRATORS	4/21/2023	05/23 - HEALTH PREMIUM	29,641.79
2304280-1019M	BUSINESS CARD	4/28/2023	03/07/23-04/06/23 - CREDIT CARD PURCHASES	10,367.74
Total				196,250.12

Coversheet

2023-24 Local Indicators Report

Section: II. Agenda Items
Item: D. 2023-24 Local Indicators Report
Purpose: FYI
Submitted by:
Related Material: 2023 Elevate LOCAL Indicators.pdf



ELEVATE SCHOOL

FALL 2023 CA DASHBOARD LOCAL INDICATORS REPORT FOR THE ELEVATE GOVERNING BOARD

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions: Note: Teacher Assignment Monitoring Outcome (TAMO) data for the LCAP year is yet to be released by the CDE before reporting the remainder of the local indicator outcome information to the governing board. Once TAMO data is made available, the LEA must update the governing board on TAMO data outcome information at the next available meeting of the governing board.
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: 0%
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies): 0

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool: Recently Adopted Academic Standards and/or Curriculum Frameworks

1. **Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics					X
Next Generation Science Standards					X
History-Social Science					X

2. **Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics					X
Next Generation Science Standards					X

Academic Standards	1	2	3	4	5
History-Social Science					X

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics				X	
Next Generation Science Standards					X
History-Social Science					X

Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education - N/A					
Health Education Content Standards				X	
Physical Education Model Content Standards				X	

Academic Standards	1	2	3	4	5
Visual and Performing Arts				X	
World Language N/A					

Support for Teachers and Administrators

- Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Activities	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					X
Identifying the professional learning needs of individual teachers				X	
Providing support for teachers on the standards they have not yet mastered				X	

Optional Narrative (Limited to 1,500 characters):

- Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Not applicable

Parental Involvement and Family Engagement (LCFF Priority 3)

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit:¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development

process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA’s current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 – Exploration and Research
- 2 – Beginning Development
- 3 – Initial Implementation
- 4 – Full Implementation
- 5 – Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA’s progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	4
2. Rate the LEA’s progress in creating welcoming environments for all families in the community.	4
3. Rate the LEA’s progress in supporting staff to learn about each family’s strengths, cultures, languages, and goals for their children.	4
4. Rate the LEA’s progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA’s current strengths and progress in Building Relationships Between School Staff and Families.

Elevate’s strengths this year were the return of more parent involvement to support students through volunteering opportunities both in the classroom and out of the classroom. Parents supported teacher multiple times a year by showing appreciation in various ways - during conference weeks and Teacher Appreciation week. Parent board members bring the parent perspective on the Elevate School Board. We also included campus Deans to be involved in Desert with the Directors, to share information on campus procedures around Restorative Practices. Elevate was also recognized as a California Purple Star School for our work with and in support of

military families. Based on the analysis of educational partner input and local data data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

Areas for growth are encouraging more parents/caregivers to attend meetings and events, and having more events for families to connect that are less structured.

2. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

Elevate will ensure that there are opportunities for all families to provide feedback through Parent Advisory Committee, ELAC, and parent meeting involvement. Our school-wide focus for next year is serving students and under-served students and families. Professional development will focus on our Special Education students and English Learner students and how to support students and families better.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 – Exploration and Research
- 2 – Beginning Development
- 3 – Initial Implementation
- 4 – Full Implementation
- 5 – Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	4
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	4
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	4
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	4

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

Strengths for Elevate this year were the return of more parent involvement to support students through volunteering opportunities both in the classroom and out of the classroom. Parents support teacher multiple times a year by showing appreciation in various ways - during conference weeks and Teacher Appreciation week. Parent board members bring the parent perspective on the Elevate School Board. We also included campus Deans to be involved in Dessert with the Directors, to share information on campus procedures around Restorative Practices. Elevate was also recognized as a California Purple Star School for our work with and support of military families.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

Our Special Education parents would benefit from more communication from the Education Specialists on a more frequent basis, which will align with our Special Populations Professional Development focus for the 23-24 school year.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

During the pandemic, Room Parents were not able to be on campus, so we will return to having Room Parents in the 23-24 school year, which will create more parent opportunities to support students at each grade level. We will encourage staff members to be more actively involved with parent events to develop more trusting relationships.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA’s current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 – Exploration and Research
- 2 – Beginning Development
- 3 – Initial Implementation
- 4 – Full Implementation
- 5 – Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	4
10. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	4
11. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	4
12. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	4

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA’s current strengths and progress in Seeking Input for Decision-Making.

Elevate has created a Parent Advisory Committee to receive input from them on areas of decision-making. The committee meets 3 times per year. Parents were invited to share their input through surveys in the fall and spring. We also increased our ELAC attendance participation this year by holding the meetings right after student led assemblies, and alternated when parent meetings were held.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA’s focus area(s) for improvement in Seeking Input for Decision-Making.

We have high parent involvement from a core group of parents. We need to have involvement from more parents of all backgrounds, not just the core group.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes

Having more Zoom meetings will allow more participation from parents of all backgrounds, and having designated parents connect with families from each class will help all parents have more voice.

School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey, which is to be conducted at least every other year, that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (*if applicable*) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Elevate School administered the Leader In Me student survey which focuses on 3 Measures – Leadership, Culture and Academics. The following chart reflects the score for each. Results will be analyzed and presented to our educational partners.

Measure	Score
Leadership	77
Student Leadership	74
Personal Development	74
Positive Wellbeing	74
Interpersonal Development	76
Self-Advocacy	73
Prosocial Behaviors	73
Culture	79
Supportive Student Environment	75
School Climate	86
Student Empowerment	79
Trusting Relationships	68
School Belonging	75
Academics	74
Empowered Learners	74
Supportive Teachers	74
Academic Self-Efficacy	74
Goal Achievement	73
Student Goals	73
Student Goal Support	78
School Goals	77

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts

- 1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.**

Elevate School currently serves approximately 461 students in grades K-8 with the following demographics: 34% White, 24% Hispanic, 17% Two or More Races, 15% African American, 4% Asian, 5% Filipino, 14% Students with Disabilities (SWD), 6% English Learners (EL), and 34% Socioeconomically Disadvantaged (SED).

Elevate provides all students with access to a broad course of study in alignment with Ed Code 51210 (where applicable) based on the nature of the school's educational program.

Elevate School uses the following locally selected tools to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups and individuals with exceptional needs which include master schedule, student course schedule (semester), report cards, student presentations, and parent/conference reports. In addition, this will be verified by school leadership during classroom observations and ensure classroom schedules are being followed.

- 2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.**

An analysis of the measures listed above demonstrates that 100% of the students, including unduplicated groups and students with exceptional needs, have access to a broad course of study. At Elevate, all students have access to and are enrolled in ELA, mathematics, science, social studies, and physical education. In addition, 100% of students have access to: Art and STEAM elective courses There are no differences in accessibility to courses, across student groups at Elevate School.

- 3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.**

Currently, 100% of the students have access to a broad course of study and Elevate School will continue to monitor this to ensure no barriers arise to change access.

- 4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students.**

Due to the current success of Elevate School in providing all students with access to a broad course of study, no changes are currently planned, however, this data will continue to be monitored and revisions made, with implementation as needed.

Coversheet

Public Hearing for 2023-24 LCAP

Section: II. Agenda Items
Item: E. Public Hearing for 2023-24 LCAP
Purpose: Discuss
Submitted by:
Related Material: 2023-24 Elevate LCAP Packet.pdf

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Elevate School

CDS Code: 37-68338-0129395

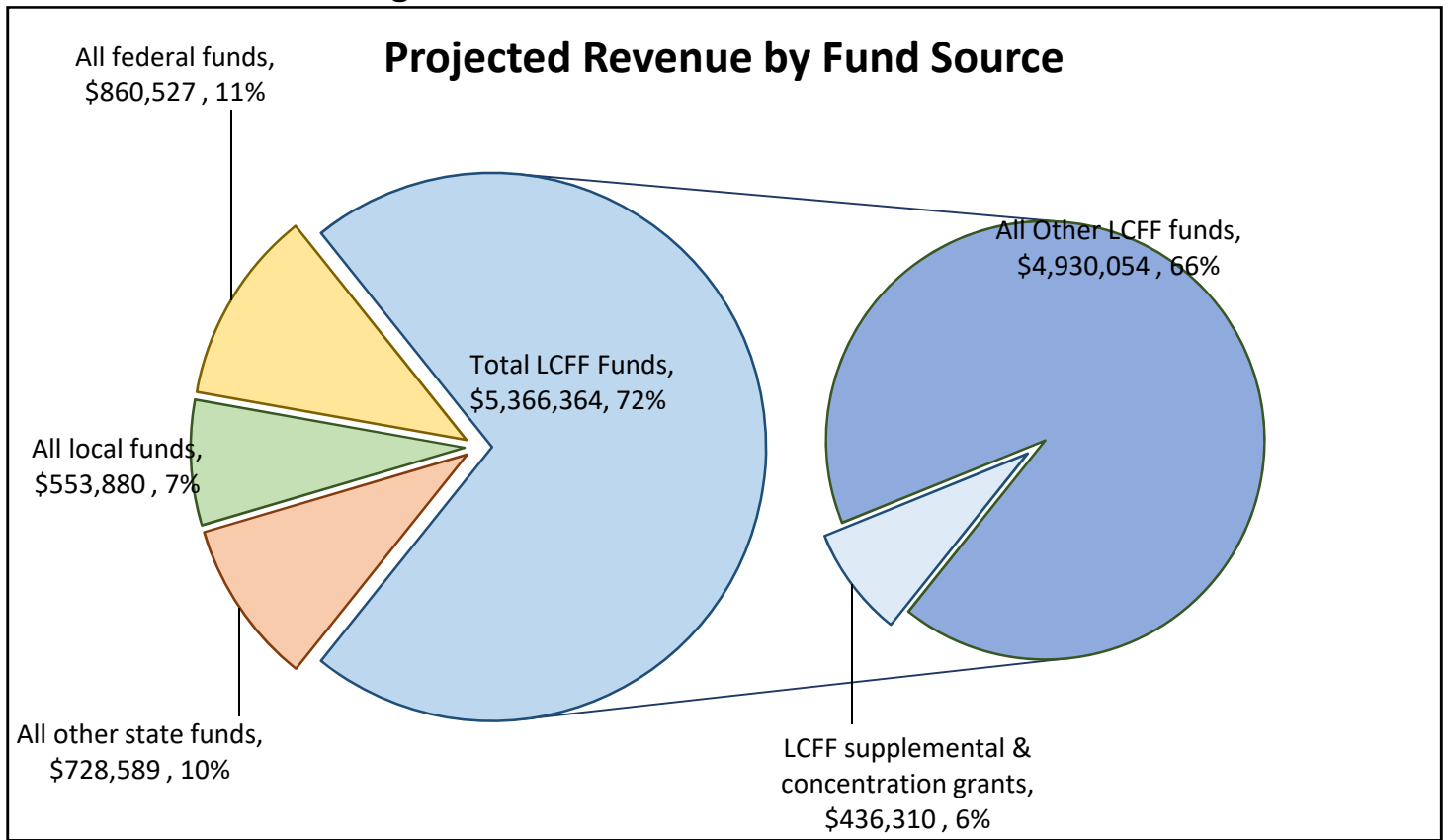
School Year: 2023 - 24

LEA contact information: Ryan Elliott, relliott@elevateschool.org

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

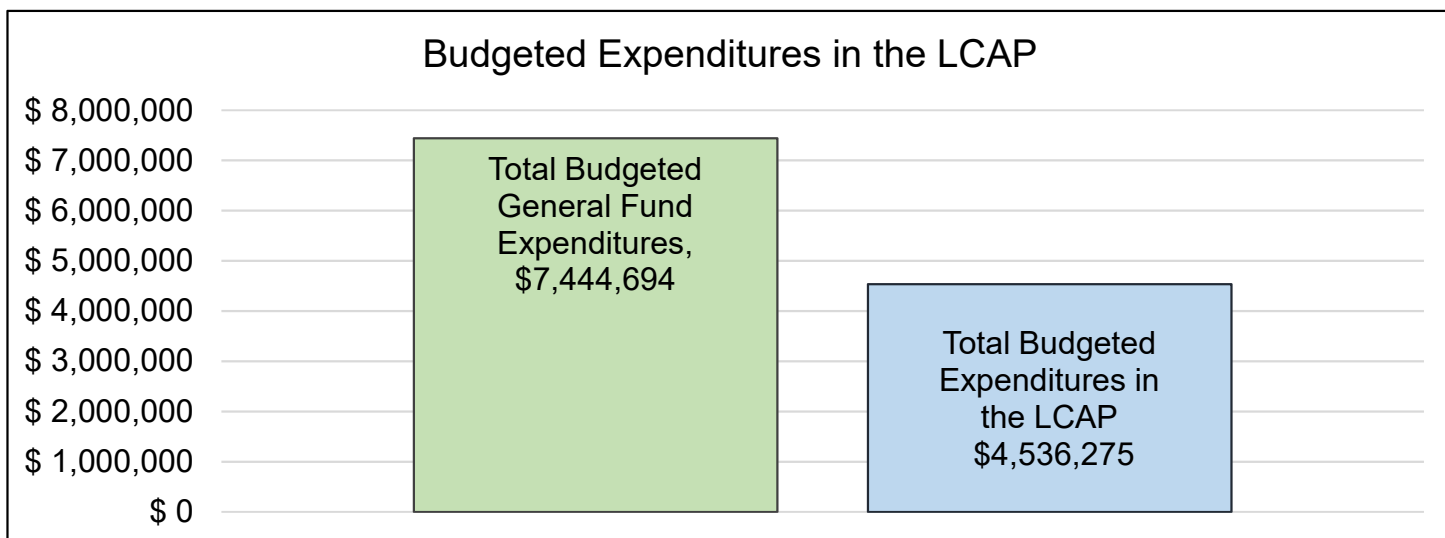


This chart shows the total general purpose revenue Elevate School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Elevate School is \$7,509,360.00, of which \$5,366,364.00 is Local Control Funding Formula (LCFF), \$728,589.00 is other state funds, \$553,880.00 is local funds, and \$860,527.00 is federal funds. Of the \$5,366,364.00 in LCFF Funds, \$436,310.00 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 Elevate School 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: Elevate School plans to spend \$7,444,694.00 for the 2023 - 24 school year. Of that amount, \$4,536,275.00 is tied to actions/services in the LCAP and \$2,908,419.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

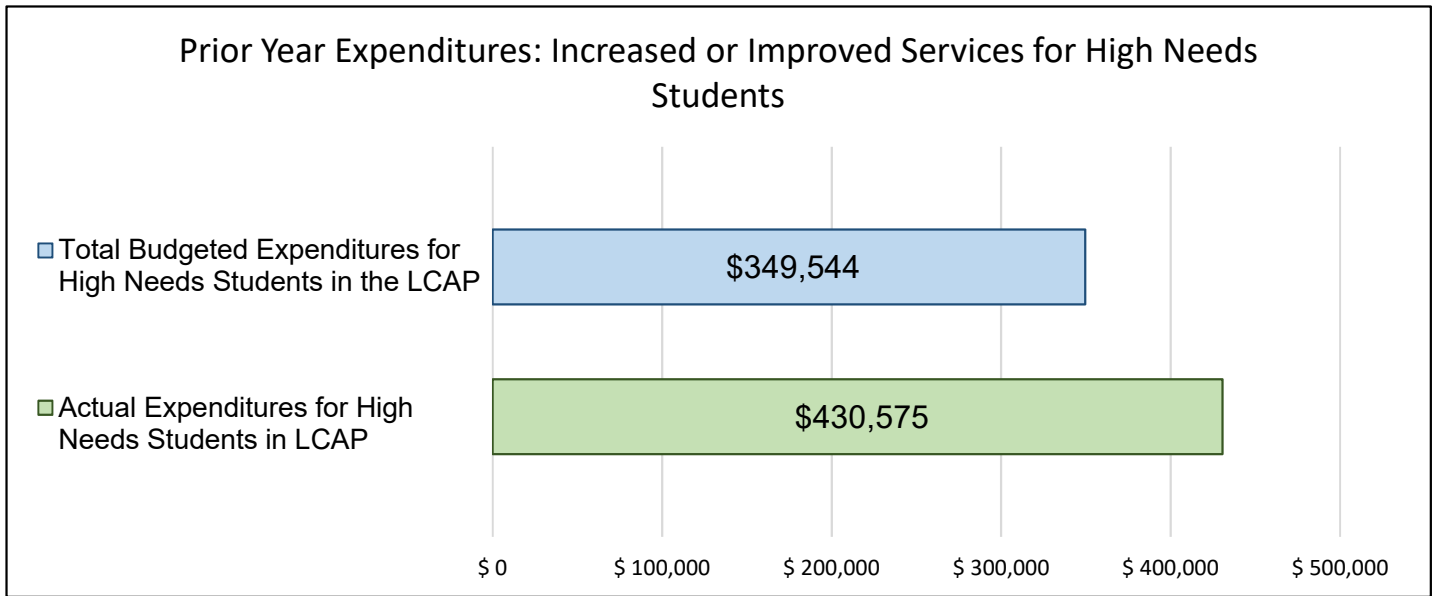
General Fund Budget Expenditures for 2023-24 not included in the Learning Continuity and Attendance Plan (LCP) consist of, but are not limited to, costs associated with school operations and programs, such as the following: Personnel salaries of teachers and auxiliary staff members, personnel benefits, operational supplies, general insurance costs, legal/audit fees, various non-instructional consultants, and administration fees.

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

In 2023 - 24, Elevate School is projecting it will receive \$436,310.00 based on the enrollment of foster youth, English learner, and low-income students. Elevate School must describe how it intends to increase or improve services for high needs students in the LCAP. Elevate School plans to spend \$436,310.00 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 Elevate School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Elevate School 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, Elevate School's LCAP budgeted \$349,544.00 for planned actions to increase or improve services for high needs students. Elevate School actually spent \$430,575.00 for actions to increase or improve services for high needs students in 2022 - 23.

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
Elevate School	Ryan Elliott, Director	relliott@elevateschool.com 858-751-4774

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.

Elevate School provides a high quality K-8 STEAM educational program serving approximately 461 students. Elevate School’s diverse student demographics include: 34% White, 254% Hispanic, 17% Two or More Races, 15% African American, 4% Asian, 5% Filipino, 14% Students with Disabilities (SWD), 6% English Learners (EL), and 34% Socioeconomically Disadvantaged (SED).

MISSION

Elevate School equips tomorrow’s global innovators by inspiring students to be excellent in academics, exceptional in leadership and extraordinary in creativity.

From the mission statement flow 6 guiding principles that serve as a framework for Elevate’s entire educational plan.

- Guiding Principle #1: Students at Elevate School will excel academically, building strong competencies in all core subjects and continually improving individual “bests,” regardless of skill level.
- Guiding Principle #2: Students at Elevate School will be exceptional leaders, adept at working independently and interdependently as they understand and apply the “Seven Habits of Highly Effective People.”
- Guiding Principle #3: Students at Elevate School will develop their innate personal creativity in problem-solving in various disciplines so as to increase capacity for original thought and innovation.
- Guiding Principle #4: Students at Elevate School will cultivate a love of learning as they are equipped with the skills to be self-motivated, competent, life-long learners.
- Guiding Principle #5: Students at Elevate School will understand their citizenship in the global community and how that impacts their everyday life.
- Guiding Principle #6: Elevate School will provide an outstanding and distinctive intellectual, social, and physical environment in which learning will flourish and all students and staff will reach their potential.

One reason Elevate was founded was to provide a high-quality, personalized educational alternative for students from military families. These students are three times more likely to move during their school years than their civilian peers and often attend multiple schools during their formative educational years. Our population typically consists of around 35-40% of students with at least one parent in active military service. Student learning throughout the year is organized into five thematic, interdisciplinary, project-based learning (PBL) units: Community, Character, Service, Justice/Diversity, and Discovery. Elevate School's approach to PBL balances the imperative of being rigorous and standards based, while providing opportunities for student creativity, voice, and choice as they apply their learning in meaningful ways. During each unit, students work toward answering an essential question with their culminating project, which they share with a public audience comprised of peers, parents, and/or community members at bi-annual Student Exhibition Nights and in other settings.

Capping all K-5 class sizes at twenty-five students provides the opportunity for each classroom teacher to continually assess and monitor the learning levels of each student. A core belief of our school is that every child is a leader. As a Leader in Me school Stephen Covey's timeless leadership principles, the 7 Habits, are integrated into the fabric of our school. The 7 Habits provide a common whole-school language and are woven throughout each unit. Students practice leadership in the classroom and also in whole-school settings by serving on Peace Patrol, Safety Team, and Student Lighthouse Team. In addition, every classroom leads two whole-school assemblies where even our youngest students get the invaluable experience of speaking before an audience of over 250 students and adults.

Elevate actively partners with our families to co-create a vibrant school community where the needs of students are put first. Coffee with the Directors and family events are held throughout the year, providing opportunity for genuine relationship building and dialogue, and parents are invited and encouraged to play an active role on our school campus. On any given day, parents can be found working in classrooms, helping out with a PE lesson, serving on our board, and organizing special events and projects.

Reflections: Successes

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

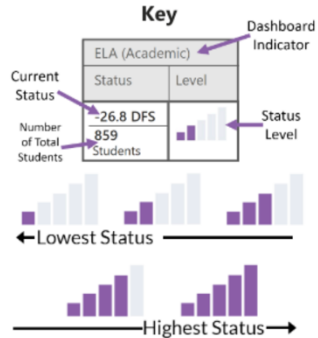
The following chart reflects Elevate School's performance on the 2022 CA School Dashboard by Indicator and student group:



Dashboard Student Group Report

Elevate

The Fall 2022 Dashboard includes Status only; it is anticipated that Status and Change will return for the Fall 2023 Dashboard



Lowest Status Cutoffs

Indicator	TK-12	Elementary	High School
English Learner Progress	34.9% or lower	34.9% or lower	34.9% or lower
Academic - ELA	-70.1 DFS or lower	-70.1 DFS or lower	-45.1 DFS or lower
Academic - Math	-95.1 DFS or lower	-95.1 DFS or lower	-155.1 DFS or lower
Suspension	8.1% or greater	6.1% or greater	9.1% or greater
Chronic Absenteeism (TK-8)	20.1% or greater	20.1% or greater	N/A
Graduation Rate	67.9% or lower	N/A	67.9% or lower
CCI (Not available for 2022)	N/A	N/A	N/A

Report designed by:



Student Group	Pupil Achievement						School Climate		Pupil Engagement			
	ELPI		ELA (Academic)		Math (Academic)		Suspension Rate		Chronic Absenteeism		Graduation Rate	
	Status	Level	Status	Level	Status	Level	Status	Level	Status	Level	Status	Level
All Students	88.2% n=34		83.9 dfs n=252		51.7 dfs n=252		0.9% n=438		13.1% n=435			
Student Program												
English Learner	88.2% n=34		61.4 dfs n=44		33.5 dfs n=44		0% n=46		17.4% n=46			
Foster Youth												
Homeless Youth												
Socioeconomically Disadvantaged			72.7 dfs n=107		36.9 dfs n=107		0% n=183		11.5% n=183			
Students with Disabilities			16.2 dfs n=34		-38.7 dfs n=34		1.6% n=64		21.9% n=64			
Student Race/Ethnicity												
Black/African American			80.4 dfs n=38		43 dfs n=38		0% n=66		9.1% n=66			
American Indian or Alaska Native												
Asian			n=9		n=9		0% n=18		16.7% n=18			
Filipino			n=9		n=9		0% n=17		11.8% n=17			
Hispanic			75.7 dfs n=65		42.2 dfs n=65		0% n=108		16.7% n=108			
Pacific Islander							n=2		n=2			
White			85.6 dfs n=91		59.2 dfs n=91		2.6% n=151		12.6% n=151			
Multiple Races/Two or More			80.2 dfs n=40		41.1 dfs n=40		0% n=76		12.3% n=73			

Elevate School is proud of the following accomplishments from the 2022 CA School Dashboard and local data:

- “Very high” performance level for the English Learner Progress Indicator (ELPI): 88.2%
- “Very high” performance level for the English Language Arts Academic Indicator for all students (83.9dfs) (distance from standard – scale score) and the following student groups – English Learner (61.4dfs); Socioeconomically Disadvantaged (72.7dfs); African American (80.4dfs); Hispanic (75.7 dfs); White (85.6dfs); and Two or More Races (80.2dfs).
- “High” performance level for the English Language Arts Academic Indicator for Students with Disabilities (16.2dfs)
- “Very High” performance level for the Math Academic Indicator for all students (51.7dfs); and the following student groups – Socioeconomically Disadvantaged (36.9dfs); African American (43dfsdfs); Hispanic (42.2 dfs); White (59.2dfs); and Two or More Races (41.1dfs).
- “High” performance level for the Math Indicator for English Learner (33.5dfs)
- “High” performance Level for the Suspension Rate indicator for all students (0.5%)
- “Very High” performance level for the Suspension Rate Indicator for the following student groups: English Learners (0%); African American (0%); Hispanic (0%); and Multiple Races (0%)
- “Medium” performance level for the Suspension Rate Indicator for the following student groups: Students with Disabilities (1.6%); and White (2.6%)
- All Local Indicators earned a “Standards met” on the 2022 CA School Dashboard.

Elevate was recently recognized as a Purple Star School for our work with and support of military families. Additionally, our school was awarded the National Blue Ribbon School in the fall of 2021, California Distinguished School in the spring of 2018, and as a Leader in Me Lighthouse School Academic Honor Roll recipient. We hosted (3) successful Leadership Days, one at each campus in March 2023 where community leaders and parents were welcomed on campus to learn from and be inspired by our student leaders.

This year Elevate expanded to serve 8th grade, which included the founding Kindergarten cohort, that also represented Class of 2023 (8th grade promotion). We have also strengthened parent involvement schoolwide through the Parent Advisory Committee (PAC).

We attribute our academic success to maintaining a high-quality, data driven RtI/MTSS program to support students who are struggling academically. We have also maintained low student to staff ratio to serve and support the “whole child.” Elevate established an in-day teacher collaboration schedule leading to high teacher retention.

Our school engaged in a year-long Coaching through SDSU’s National Center for Urban School Development (NCUST) to build instructional leadership capacity. NCUST takes a unique approach to empowering educators to make real change in their local school community; that foster improvements in learning and enrichment for disadvantaged children. NCUST’s coaching program is based on extensive research on developing effective leadership in urban schools that achieve excellent and equitable learning results. This has also increased student accountable talk in every classroom, school-wide.

Parent & Family Engagement: This past year with the return to in-person, parent involvement was clearly evident at each site, volunteering to support in and out of the classroom. Parents participation was high especially during conference weeks and Teacher Appreciation Week. Our Parent board members contribute with the parent perspective on the Elevate School Board. This year, our Deans were also part of the Dessert with the Directors, providing information on campus procedures including Restorative Practices.

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.

Elevate School has identified the following areas of need for significant improvement based on a review of the Dashboard and local data:

- “Low” performance level for the Chronic Absenteeism Indicator for all students (13.1%); and the following student groups: English Learners (17.4%); Socioeconomically Disadvantaged (11.5%); Hispanic (16.7%); White (12.6%); and Multiple Races (12.3%)
- “Very Low” performance level for the Chronic Absenteeism Indicator for the Students with Disabilities student group (21.9%)
- “Low” performance level for the Math Academic Indicator for the Students with Disabilities student group (-38.7dfs)

Chronic Absenteeism indicator: There is a need to improve attendance monitoring and provide timely interventions. For the 2023-24 school year, an Attendance team (SART) will be formed to develop an attendance policy. The SART will collaborate with the Deans and identify “at-risk” students and meet with families to develop an action plan; conduct home visits and identify resources to improve student daily attendance. Parent workshops will also be held to inform families of the impact of absenteeism on student learning and child development.

Annually Elevate School conducts a comprehensive needs assessment collecting, disaggregating, reviewing, and analyzing multiple types of state, and local data to assess and evaluate our schoolwide and organization-wide practices and program efficacy; in addition to progress monitoring and program evaluation. In addition, the needs assessment is used to evaluate the use of federal, including Title Funds, federal and state one-time funds, state (LCFF funds) and its impact on student outcomes and schoolwide goals. We solicit the input of our educational partners in the annual review of the LCAP and with the development of the 2023-24 LCAP, this includes feedback from our weekly Leadership team meetings, including the allocation of Title Funds which are included in our LCAP. We assess the various evidence-based practices, tiered intervention programs, and evidence based strategies and use data to evaluate areas of strength, areas for growth, including whether programs/services were effectively implemented with fidelity to achieve our LCAP/schoolwide goal.

Through the use of multiple types of formative and summative data, teachers are able to make data-driven decisions including changes to their lessons, delivery of instruction, use of Rtl Interventionists, referrals to the Deans and/or Counselors to name a few.

LCAP Highlights

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

Elevate School continues to strengthen its Multi-tiered System of Supports (MTSS)/Rtl. MTSS is a systemic, continuous-improvement framework in which data-based problem solving and decision-making is practiced across all levels of the school's system for supporting students. This comprehensive framework focuses on the Common Core State Standards, core instruction, differentiated learning, student-centered learning, individualized student needs and the alignment of systems necessary for all students' academic, behavioral, and social success. MTSS has a broader scope than does Response to Intervention (Rtl), because MTSS includes focusing on aligning the entire system of initiatives, supports, and resources and systematically addressing support for all students, including gifted and high achievers.

MTSS enables a paradigm shift for providing support and setting higher expectations for all students through intentional design and redesign of integrated services and supports, rather than selection for few components of Rtl and intensive interventions. It endorses Universal Design for Learning Instructional strategies so all students have opportunities for learning through differentiated content, processes, and product. MTSS integrates instructional and intervention support so that systemic changes are sustainable and based on the Common Core State Standards aligned classroom instruction.

For the 2023-24 school year Elevate School will continue to strengthen and expand its MTSS, in addition to the following initiatives – Restorative Practices, NCUST coaching, professional development and support to address the needs of English Learners and Students with Disabilities.

In addition, Elevate School will move toward greater vertical alignment based on best practices, and inter-campus connections to ensure fidelity to our program, and cohesiveness. In addition, the Leader In Me trainings will be expanded across all grade levels to ensure K-8 alignment across all school sites.

Elevate School has developed its 2023-24 LCAP that will also serve as its School Plan for Student Achievement (SPSA) and meets the educational partner engagement requirements outlined in CA EC 64001(j) and has met the requirements per CA EC 52062(a) as it applies to charter schools.

- Consultation with SELPA per CA EC 5206(a)(5)
- Parent Advisory Committee (PAC): CA EC 52062(a)(1)
- English Learner PAC: CA EC 52062(a)(2) – if applicable
- Providing written response to each of the committees regarding their comments

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.

Elevate School was not eligible for CSI.

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.

Elevate School engaged, consulted, and collaborated with the following educational partners in the development of the 2023-24 LCAP through the following methods/venues:

- Administrators, Assistant director and Deans were consulted during weekly (August 2022- May 2023) in-person leadership team meetings which included a review and analysis of LCAP goals, actions, internal assessment data, 2022 dashboard, comprehensive needs assessment and development of the 2023-24 LCAP goals and actions.
- Teachers were consulted twice per month during ILT meetings (August 2022- May 2023) which included a review and analysis of LCAP goals, actions, internal assessment data, 2022 dashboard, comprehensive needs assessment and development of the 2023-24 LCAP goals and actions.
- Other School Personnel were consulted during monthly in-person Lighthouse meetings (9/22, 9/13/22, 10/11/22, 11/8/22, 12/5/22, 1/10/23, 2/14/23, 3/14/23, 5/9/23, 5/30/23), which included a review and analysis of LCAP goals, actions, internal assessment data, 2022 dashboard, comprehensive needs assessment and development of the 2023-24 LCAP goals and actions.
- Students were consulted at each campus during in-person Lighthouse meetings that met during lunch. Discussions included overall LCAP Goals, actions, and progress toward them.
- Parents were consulted during in-person Coffee/Deserts with the Leadership on (9/14/22, 10,19/22, 11/14/22, 12/6/22, 1/18/23, 2/10/23, 2/23/23, 3/8/23, 4/18/23, 5/12/23 Military Mondays: 10/10/22, 11/23/23, 4/10/23; and ESY meeting 5/15/23) which included a review and analysis of LCAP goals, actions, internal assessment data, 2022 dashboard, comprehensive needs assessment and development of the 2023-24 LCAP goals and actions.
- Parent Advisory Committee (PAC) which includes parents of Unduplicated Pupils, and parents of Students with Disabilities were consulted on (9/14/22, 10,19/22, 11/14/22, 12/6/22, 1/18/23, 2/10/23, 2/23/23, 3/8/23, 4/18/23, 5/12/23) which included a review and analysis of LCAP goals, actions, internal assessment data, 2022 dashboard, comprehensive needs assessment and development of the 2023-24 LCAP goals and actions.
- ELAC was consulted during ELAC meetings on 11/18/22 and 4/21/23 which included a review and analysis of LCAP goals, actions, internal assessment data, 2022 dashboard, comprehensive needs assessment and development of the 2023-24 LCAP goals and actions.

Note: Elevate does not meet the criteria to form a DELAC and/or English Learner Parent Advisory Committee (EL-PAC) due to its EL enrollment.

- SELPA (El Dorado Charter SELPA) was consulted on 5/25/23 via email.

A summary of the feedback provided by specific educational partners.

Elevate School consulted with its required educational partners and the following is feedback that was collected:

- Feedback from Administrators, Assistant Director and Deans included the need to provide explicit professional development to address the learning needs of English Learners, and conduct classroom observations on the use of Integrated ELD and observe ELs in the

classroom; need to continue to build a cohesive K-8 educational program; need for a Math Instructional Coach; and for MTSS – the need for systematic consistent application of interventions and best practices.

- Feedback from Teachers included the need for professional development to address the learning needs of Students with Disabilities (SWD) and English Learners (EL); continue with in-school collaboration time; and cross campus connections.
- Feedback from Other School Personnel included the need/desire for training on de-escalating challenging behaviors; and desire more trainings overall.
- Feedback from Students included the need for campus by campus Student Lighthouse Teams – to meet regularly at lunch times at each campus; and additional after-school activities.
- Feedback from Parents included their request for additional after-school/expanded learning opportunities options; and meaningful opportunities to volunteer at the school site.
- Feedback from Parent Advisory Committee (PAC) which includes parents of Unduplicated Pupils, and parents of Students with Disabilities included their request for additional RtI interventionists; meaningful ways to interact at school during the school day, more continuity at the middle school (ex. Leader In Me) school culture transition to middle school; and the need to increase communication and connections with the Educational Specialist since our school experienced a lot of transitions.
- Feedback from ELAC included the need to continue/expand the number of RtI interventionists; requested workshops on strategies to support their child with reclassification; and would like the school to host a Culture Community Event.
- SELPA did not have any additional recommendations and agreed with the LCAP Action for Special Education: LCAP Goal 1, Action 6.

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

The aspects of the 2023-24 LCAP that were influenced by input from our educational partners include:

- Goal 1, Action 3: RtI Interventionists
- Goal 1, Action 4: Counselors and Dean of Students to provide training on de-escalating challenging behaviors
- Goal 2, Action 1: Director of Instruction (Coaching); and Math Instructional Coach
- Goal 2, Action 1: Restorative Practices Coaching/PD
- Goal 2, Action 2: GLAD Professional Development
- Goal 3, Action 1: Schoolwide events
- Goal 3, Action 3: Parent education workshops

Goals and Actions

Goal

Goal #	Description
1	Continue to implement an infrastructure for ongoing analysis of student achievement data; reading/writing assessments and demographics to measure program efficacy and ensure maximization of physical, human, and financial resources; to ensure equitable services for all students and student groups.

An explanation of why the LEA has developed this goal.

There is a need to systematize and strengthen MTSS to ensure consistent application of interventions and use of evidence based interventions and instructional practices.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP ELA Source: CDE	2020-21: 75.5% met/exceeded standard	2021-22: 85.93% Met and exceeded standard	2022-23: results pending		78% met/exceeded standards
CAASPP Math Source: CDE	2020-21: 59.5% met/exceeded standard	2021-22: 75.28% Met and exceeded standard	2022-23: results pending		63% met/exceeded standards
CA Science Test: Gr 5 Source: CDE	2018-19: 70.73% met/exceeded 2020-21: not administered	2021-22: 54.17% Met and exceeded standard	2022-23: results pending		72% met/exceeded standards
CA Science Test: Gr 8 Source: CDE	N/A – Did not serve grade 8	N/A – Did not serve grade 8	2022-23: results pending		2022-23 will serve as a baseline
Attendance Rate Source: CALPADS	2019-20: 98%	2020-21: 98%	2021-22: 94.1%		>95%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24																																				
Chronic absenteeism Rate. Source: Dataquest	2018-19: 3.9%	2020-21: 1.9%	<table border="1"> <thead> <tr> <th colspan="3">2021-22 CHRONIC ABSENTEEISM</th> </tr> <tr> <th></th> <th>Number</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Schoolwide</td> <td>57</td> <td>13.1%</td> </tr> <tr> <td>African American</td> <td>6</td> <td>9.1%</td> </tr> <tr> <td>Asian</td> <td>3</td> <td>16.7%</td> </tr> <tr> <td>Filipino</td> <td>2</td> <td>11.8%</td> </tr> <tr> <td>Hispanic</td> <td>18</td> <td>16.7%</td> </tr> <tr> <td>White</td> <td>19</td> <td>12.6%</td> </tr> <tr> <td>Two or More Races</td> <td>9</td> <td>12.3%</td> </tr> <tr> <td>English Learners</td> <td>8</td> <td>17.4%</td> </tr> <tr> <td>SWD</td> <td>14</td> <td>21.9%</td> </tr> <tr> <td>SED</td> <td>21</td> <td>11.5%</td> </tr> </tbody> </table>	2021-22 CHRONIC ABSENTEEISM				Number	Rate	Schoolwide	57	13.1%	African American	6	9.1%	Asian	3	16.7%	Filipino	2	11.8%	Hispanic	18	16.7%	White	19	12.6%	Two or More Races	9	12.3%	English Learners	8	17.4%	SWD	14	21.9%	SED	21	11.5%		<6%
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English Learners	8	17.4%																																							
SWD	14	21.9%																																							
SED	21	11.5%																																							
Middle School Dropout Rate Source: CALPADS	2019-20: 0%	2020-21: 0%	2021-22: 0%		0%																																				
Facilities in “good” repair as measured by FIT (Source)	2020-21: Good (all sites)	2021-22: Good (all sites)	2022-23: Good (all sites)		Good (all sites)																																				
% Of Fully credentialed & Appropriately assigned Teachers Source: CalSAAS	2020-21: 100%	2021-22: 93%	2022-23: 96%		100%																																				

Elevate School serves grades K-8: therefore, the following metrics do not apply:

- Priority 3: % of pupils who successfully completed A-G
- Priority 3: % of pupils how successfully completed CTE Courses
- Priority 3: % of Pupils who successfully completed CTE & A-G courses
- Priority 3: % of pupils who pass AP exams with a score of 3 or higher
- Priority 3: Pupils prepared for college by EAP
- Priority 5: HS Dropout Rate, HS Graduation Rate
- Priority 8: Other pupil outcomes

Actions

Action #	Title	Description	Total Funds	Contributing
1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	<p>Elevate will employ an Executive Director and a total of 21 appropriately credentialed teachers for students in grades K-8, to provide instruction in core subject areas: ELA, Math, Science, Social Studies, and Physical Education as part of the school's educational program. Elevate will provide its students with 176 instructional days.</p> <p>All teachers will participate in 9 days of intensive Summer Professional Development, to prepare for the 2023-24 school year, and an additional 4 non-instructional days during the academic year for professional development to focus on data analysis and application. All teachers will also participate in weekly Professional Development and/or staff development during the school year</p>	\$2,475,185	N
2	MEASURING STUDENT PROGRESS – ASSESSMENTS	<p>To assess learning gaps, monitor student progress and develop annual growth targets, it is essential to administer evidence-based standards-aligned assessments.</p> <p>Students will be assessed using i-Ready reading and math assessments for K-8 (3 times/year), Illuminate benchmark assessments; and Fountas & Pinnell Benchmark assessments (K-5), to provide baseline performance (fall); and develop trimester growth targets, measure, and monitor student academic progress and identify whether students require additional academic support.</p> <p>Educlimber data management system will be utilized to create data-rich reports that will be used to strengthen MTSS implementation.</p> <p>The State Board of Education (SBE) has approved Curriculum Associates i-Ready Assessments as a verified data source. i-Ready is a comprehensive assessment and instruction program that empowers educators with the resources they need to help all students succeed. By connecting Diagnostic data and Personalized Instruction, i Ready reduces complexity, saves educators time, and makes differentiated instruction achievable in every classroom for each student. i-Ready provides user-</p>	\$59,284	N

		friendly dashboards and reports with actionable data that provides teachers with a foundational understanding of each student’s strengths and areas of need. I-Ready’s online lessons provide tailored instruction and practice for each student to accelerate growth.		
3	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	<p>Students will receive additional support with our Rtl interventionists to address areas for growth. Needs are identified through multiple types of assessment data and an individualized approach to meeting those needs is provided in a small group setting, through both push-in and pull-out supports. Elevate uses an accelerated learning model for learning recovery resulting from the pandemic and for students who have gaps in learning that may be due to military relocation or family moves led by the Rtl Coordinator.</p> <p>Elevate will employ substitute teachers on-staff to maintain continuity of instruction, avoid disruptions in learning, and assist the Rtl team. Students will also have access to Achieve 3000, a supplemental online literacy program that provides nonfiction reading content to students in grades TK-8 and focuses on building phonemic awareness, phonics, fluency, reading comprehension, vocabulary, and writing skills. It has a rating of “strong” from Evidence for ESSA, based on a wide body of research, including a gold standard study, for demonstrating accelerated literacy growth for students across grade levels and abilities. It allows for a systematic and flexible approach to measuring growth, forecasting performance, targeting instruction, and creating a culture of literacy that supports all students. Achieve 3000 supports students to continue to accelerate their literacy growth in order to be on track for academic success.</p> <p>Elevate will partner with Champions to offer expanded learning opportunities through after-school academic & social enrichment, and summer programming; and provide access to low-income and foster youth (ELO-P funded).</p>	\$552,504	Y
4	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	Elevate is committed to providing social and emotional supports to address the mental health need of our students. The Dean of Students will lead schoolwide implementation of restorative practices/SEL, student Lighthouse Team that promotes positive school culture, lead schoolwide implementation of MTSS Framework, address student behavioral issues	\$527,366	N

		<p>with de-escalation techniques. In addition, the Dean will provide instructional coaching for teachers to ensure consistency at each site on classroom management and instructional practices, utilizing EduClimber with behavior intervention.</p> <p>Counselors will provide SEL counseling services for students and collaborate with the Dean of Students utilizing EduClimber as part of the MTSS Framework.</p>		
5	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	<p>Elevate School strives to provide all students and staff with safe and clean school facility sites.</p> <p>Annually, Elevate School will complete the Facility Inspection Tool (FIT) report and address any issues/findings at each school site. Results from the annual FIT will be reported on the school’s SARC, LCAP, and CA Schools Dashboard (Local Indicators Report).</p>	\$561,152	N
6	SERVICES TO SUPPORT SWD	<p>The action plan for Special Education strongly emphasizes establishing effective systems and procedures to support the needs of students with special needs in our district. The department will use several data points in areas such as student achievement data, behavior and attendance records, and feedback from parents and stakeholders for comprehensive data review and analysis to implement systems and procedures. Our current strengths lie in the dedicated Special Education (SPED) team and the collaborative efforts with all other departments. The SPED team will engage in targeted professional development (PD) sessions to further enhance knowledge and practices, including training on legal and procedural requirements, documentation, and reporting, workshops on differentiated instruction, inclusive teaching strategies, and behavior management techniques. These PD opportunities will enable the SPED team to implement inclusive, equitable, research-based practices.</p> <p>Additionally, Special Education teachers will collaborate closely with General Education teachers to establish consistent protocols for modifying lessons, implementing accommodations, and providing appropriate classroom support. Ongoing collaboration and analysis of data will ensure that our systems and procedures are responsive, efficient, and</p>	\$882,608	N

continuously refined to meet the unique needs of our special education students.

Goal Analysis for 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.

Action 1: The equivalent of 1.5 substitute teachers was added to maintain continuity of instruction.

Action 6: There has been significant staff turnover with our Special Education team this year. Wilson Reading Program was adopted and implemented this year to support SWD with reading.

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.

Material differences between Budgeted Expenditures and Estimated Actual Expenditure occurred due to the additional substitute teachers and staff turnover in the Special Education department.

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

The actions were essential to address learning loss and accelerate learning for all students. The Expanded Learning Opportunities Program will be expanded to align with our MTSS and provide tiered academic and SEL supports.

This year Elevate adopted Wilson Reading Program for SWD for reading intervention. Both push-in and pull-out took place to provide SWD with additional academic support.

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 will be no changes to the planned goal, metrics desired outcomes as our initiatives (MTSS, NCUST, SPED, EL, Restorative Practices) are multi-year initiatives.

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.

Goal

Goal #	Description
2	Provide all students with high quality rigorous Standards-aligned curriculum and a STEAM-Project-based learning environment that promotes writing across the curriculum, with relevant learning experiences that elicits critical thinking and problem-solving skills.

An explanation of why the LEA has developed this goal.

Continue to provide professional learning opportunities and instructional coaching for teachers to address the diverse learning styles of our students, improve student outcomes and narrow achievement gaps.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24			
% Of students with access to Standards-aligned materials Source: textbook inventory	2020-21: 100%	2021-22: 100%	2022-23: 100%		100%			
Implementation of the Academic content & performance Standards – measured using Local Indicator Priority 2 (source	2020-21: Implementation Academic Standards		2021-22: Implementation Academic Standards		2022-23 Implementation Academic Standards		2023-24: Implementation Academic Standards	
	ELA	5	ELA	5	ELA	5	ELA	5
	ELD	4	ELD	4	ELD	4	ELD	4
	Math	5	Math	5	Math	5	Math	5
	NGSS	5	NGSS	5	NGSS	5	NGSS	5
	History	5	History	5	History	5	History	5
	Health	3	Health	4	Health	4	Health	4
	PE	5	PE	4	PE	4	PE	5
	VAPA	3	VAPA	4	VAPA	4	VAPA	4
	% Of students including Unduplicated Pupils, and Students	2020-21: 100%	2021-22: 100%	2022-23: 100%		100%		

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
with Disabilities (SWD) who have access to Broad Course of Study Source: Master schedule					
% Of EL who made progress toward English Proficiency measured by ELPAC (Source)	2020-21: 45.71% Proficient	2021-22: 55% Proficient	2022-23: results pending		45%
Reclassification Rate Source: Dataquest	2019-20: 20% 2020-21: 0%	2021-22: 5%	2022-23: 6.1%		25%
% EL with access to CCSS & ELD Standards Source: Textbook Inventory	2020-21: 100%	2021-22: 100%	2022-23: 100%		100%

Actions

Action #	Title	Description	Total Funds	Contributing
1	PROFESSIONAL DEVELOPMENT	<p>Elevate School educators will participate in a robust evidence-based professional development starting with 9- days of Summer Professional Development, 4 non-instructional days during the academic school year and weekly professional/staff development during the year. All teachers will receive ongoing coaching, and feedback led by the Director of Instruction.</p> <p>Professional Development and instructional coaching for the 2023-24 school year will focus on supporting struggling learners including EL and SWD with academic discourse; to ensure best practices are shared among grade levels and with the integration of Project-based Learning, that is</p>	\$249,251	N

Action #	Title	Description	Total Funds	Contributing
		<p>student controlled and student-focused. The Math Instructional Coach will provide coaching for middle school math teachers, lead professional development and conduct classroom observations, and feedback cycles. Teachers will receive feedback from observations conducted by the Deans as part of the coaching cycle and will be provided with planning to ensure rigor and relevance.</p> <p>NCUST will provide coaching for the Administrative Team and the Dean of Students to build capacity, strengthen the academic program with a focus on equity for all students.</p> <p>To support teacher effectiveness and credential clearance, Elevate will reimburse teacher induction expenses; and support Deans with the administrator credential program.</p>		
2	STRENGTHENING EL PROGRAM & SERVICES	<p>Elevate will continue to strengthen the delivery of integrated and designated ELD, to accelerate learning, mitigate further learning loss and increase EL proficiency of the English Language and reduce the number to of long-term English Learners. The designated ELD teacher will provide designated ELD for all English Learners K-8, and additional academic support through a push-in model for level 4 ELs.</p> <p>Teachers will continue to participate in Guided Language Acquisition Instruction (GLAD) training strategies, on how to modify the delivery of student instruction to promote academic language and literacy.</p> <p>The EL Master Plan will also be reviewed and revised to reflect changes to our EL Program and will be shared with the ELAC for input. Elevate will adopt the Ellevation program to monitor, track, and assess EL students. Ellevation provides customizable data dashboards and comprehensive student profiles that allow our teachers and leadership teams to easily track language proficiency, analyze sub-populations, share insights schoolwide, and make informed decisions about goals and progress.</p>	\$123,346	Y

Action #	Title	Description	Total Funds	Contributing
3	CORE CURRICULAR PROGRAM NEEDS	Elevate has adopted standards aligned curriculum across all disciplines. Additional purchases made include the following: <ul style="list-style-type: none"> • Science Curriculum • Scholastic SCOPE magazine 	\$2,204	N
4	CLOSING THE DIGITAL DIVIDE	Elevate School will ensure all students have access to a technology device to access curricular and instructional materials; contract IT Support; and continue to utilize Zoom for virtual meetings. Infrastructure upgrades have taken place to improve overall internet bandwidth schoolwide across all school sites.	\$96,100	N
5	BROAD COURSE OF STUDY	Elevate School will provide all students with a broad course of study beyond core subjects (ELA, Math, Science, Social Studies, & PE) that include the following: <ul style="list-style-type: none"> • STEAM: (2-8) • Art (K-8) 	\$418,469	N

Goal Analysis for 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.

Action 1: To support and build staff capacity – administrative credential and teacher induction expenses.

Action 2: Ellevation was added to support with tracking EL progress.

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.

There are material differences between Budgeted Expenditures and Estimated Actual Expenditures as a result of Action 1 and 2 listed above with regard to induction, administrator credential expenses and the purchase of Ellevation.

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

Professional development was robust and ongoing for all teachers. The focus was on Students with Disabilities, accommodations and modifications, and ensuring the learning needs of SWD were met, despite significant turnover in staff this past year.

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 will be no changes to the planned goal, metrics desired outcomes as our initiatives (MTSS, NCUST, SPED, EL, Restorative Practices) are multi-year initiatives. Rather we will expand on these multi-year initiatives to strengthen and improve the delivery of our program.

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.

Goal

Goal #	Description
3	Engage parents as partners through education, communication, and collaboration to promote a safe, welcoming and inclusive, positive learning environment to ensure students are in class ready to learn.

An explanation of why the LEA has developed this goal.

Engaging families/parents is essential in order to successfully educate “the whole child.” Our school will continue to strengthen communication and collaboration with families to improve student outcomes, reduce chronic absenteeism rates, improve school climate, and provide a welcoming and inclusive learning environment.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
Suspension Rate Source: Dataquest	2019-20: 0%	2020-21: 0%	2021-22 SUSPENSION		<2%	
			Number	Rate		
			Schoolwide	8		0.9%
			African American	0		0.0%
			Asian	0		0.0%
			Hispanic	0		0.0%
			White	8		2.6%
Two or More Races	0	0.0%				
Expulsion Rate Source: Dataquest	2019-20: 0%	2020-21: 0%	2021-22: 0%		<1%	
Student Survey: Student Perception of School Safety & Connectedness Source; Internal survey	2020-21: 80% Sense of safety 92% School connectedness	2021-22: 86% Sense of safety 76% School connectedness	2022-23: 86% Sense of safety 75% School connectedness		>80%	
Parent Survey: Sense of safety & school connectedness Source; Internal survey	2020-21: 99% Sense of safety 94% School connectedness	2021-22: 98% Sense of safety 98% School connectedness	2022-23: 95% Sense of safety 100% School connectedness		>80%	

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Teacher/staff Survey: Sense of safety & school connectedness Source; Internal survey	2020-21: 97% Sense of safety 97% School connectedness	2021-22: 71% Sense of safety 84% School connectedness	2022-23: 96% Sense of safety 96% School connectedness		>80%
Parent Input in Decision-making including Unduplicated Pupils (UP) & Students with Disabilities (SWD) As measured by CDE’s Priority 3: Self-reflection Tool (source)	2020-21: CDE’s Self-reflection Tool (Questions 5-8) 5. 4 6. 4 7. 4 8. 4	2021-22: CDE’s Self-reflection Tool (Questions 5-8) 5. 3 6. 3 7. 4 8. 4	2022-23: CDE’s Self-reflection Tool (Questions 5-8) 5. 4 6. 4 7. 4 8. 4		Rating of 4+
Parent Participation in Programs including Parents of UP & SWD: As measured by CDE’s Priority 3: Self-reflection Tool (source)	2020-21: CDE’s Self-reflection Tool (Questions 1-4) 1. 4 2. 4 3. 4 4. 4	2021-22: CDE’s Self-reflection Tool (Questions 1-4) 1. 4 2. 4 3. 4 4. 3	2022-23: CDE’s Self-reflection Tool (Questions 1-4) 1. 4 2. 4 3. 4 4. 4		Rating 4+

Actions

Action #	Title	Description	Total Funds	Contributing
1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	Ensuring a safe, welcoming, and positive school climate is critical to student well-being, student learning, and engagement. Elevate has implemented the Leader in Me Leadership Program schoolwide, an evidence based SEL process that empowers students with leadership and life skills they need to thrive. In addition, has partnered with students and families to build a strong school culture that values every child and strives to realize their unique, individual potential. Our educational program provides students with multiple authentic leadership opportunities including Leadership Day, Classroom, campus leadership roles, Student	\$245,477	N

Action #	Title	Description	Total Funds	Contributing
		<p>Lighthouse Team (K-5, and ASB/Lighthouse Team for (6-8). Students will participate in learning opportunities through field trips. Students participate in exhibitions (Student-led conferences) in the winter and spring showcasing their work.</p> <p>Elevate School will provide all students with opportunities to engage in learning opportunities outside of the classroom (field trips and 6th grade camp) to further enhance the learning process, deepen student engagement and motivation.</p> <p>The School Safety Plan will be updated, emergency drills will take place, in addition to student vision and hearing testing.</p>		
2	PARENT INPUT IN DECISION-MAKING	<p>Parent input in decision-making will take place through the following committees (that includes parents representing Unduplicated Pupils (UP) and Students with Disabilities (SWD).</p> <ul style="list-style-type: none"> • English Language Advisory Committee (ELAC), DELAC, EL-PAC, per CA EC 52062(a)(2) – if applicable • Parent Advisory Committee (PAC) per CA EC 52062(a)(1) 	\$1,500	N
3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	<p>Elevate School will provide all parents including those representing Unduplicated Pupils, and Students with Disabilities with opportunities to engage as partners in their child education.</p> <p>The Parent Education Coordinator will facilitate parent workshops, provide/connect families to resources, promote parent volunteer opportunities/training, conduct parent outreach. Staff will communicate with families using ParentSquare. Families will have access to Aeries Parent Portal to view their child’s progress, attendance and communicate with teachers.</p> <p>The Leadership Team & Parent Engagement Coordinator will facilitate Parent Education workshops on critical issues that include</p> <ul style="list-style-type: none"> • Digital Citizenship/Online safety 	\$60,207	N

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • 7 Habits • Social emotional supports • Academic supports at home • Community building – equity lens • How to support your teen • Other topics as requested 		

Goal Analysis for 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.

No 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.

No material differences between Budgeted Expenditures and Estimated Actual Expenditures.

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

This past year the Deans embraced restorative practices and facilitated trainings, with a greater emphasis on discriminatory language to create a safe learning environment for all. Our entire staff participated in training on how to address discriminatory language – as a schoolwide initiative. The Deans also held parent workshop sessions on discriminatory language and restorative practices.

Elevate is assigned a Military Family Life Counselor (MFLC) 5 days a week to serve and provide resources for our military students and families.

Elevate School's strengths in building partnerships with families is in communication through e-news, teacher weekly emails, and Parent Square messages. We have monthly Dessert and Coffees with the Directors, Volunteer opportunities and an encouraging community. This year we added language translation services (Amharic and Spanish) for teacher conferences

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 will be no changes to the planned goal, metrics desired outcomes as our initiatives (MTSS, NCUST, SPED, EL, Restorative Practices) are multi-year initiatives.

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 for 2023-24

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$442,088	\$0

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
8.79%	0%	\$0	8.79%

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.

Elevate School has implemented a multi-tiered system of supports/Response to Intervention (MTSS/Rtl) to address student identified needs while also faced with high rates of absenteeism and quarantines due to infection rates and/or in adherence to state and county COVID-19 health and safety protocols which constantly changed throughout the 2021-22 year as evidenced in the 2022 CA School Dashboard.

Elevate School conducted a comprehensive needs assessment using multiple forms of data including internal assessments, 2022 CA Schools Dashboard performance, various LCAP metrics, as part of the development of the 2023-24 LCAP Planning. After assessing the needs, conditions, and circumstances of our Unduplicated Pupils, we observed higher rates of chronic absenteeism impacting their learning. The following LCAP Goals and Actions will be provided on a “schoolwide” basis, to maximize their efficiency, effectiveness and streamline implementation so that targeted support can be provided to the identified Unduplicated Pupils, while allowing other students to benefit as needed. We expect that by providing these actions/services to meet the unique needs of our Unduplicated Pupils (English learners, foster youth, and/or low-income students), Elevate will achieve the anticipated outcomes to meet each identified student group’s stated need(s).

- Goal 1, Action 3: Students will receive additional support with our Rtl interventionists to address areas for growth. Needs are identified through multiple types of assessment data and an individualized approach to meeting those needs is provided in a small group setting, through both push-in and pull-out supports. Elevate uses an accelerated learning model for learning recovery resulting from the pandemic and for students who have gaps in learning that may be due to military relocation or family moves led by the Rtl Coordinator.

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

The following LCAP Goal and Action is consistent with the requirements of 5 CCR Section 15496 and will be provided on a limited basis to English learners:

- Goal 2, Action 2: Elevate will continue to strengthen the delivery of integrated and designated ELD, to accelerate learning, mitigate further learning loss and increase EL proficiency of the English Language and reduce the number to of long-term English Learners. The designated ELD teacher will provide designated ELD for all English Learners K-8, and additional academic support through a push-in model for level 4 ELs. Teachers will continue to participate in the next phase of Guided Language Acquisition Instruction (GLAD) training strategies, on how to modify the delivery of student instruction to promote academic language and literacy. The EL Master Plan will also be reviewed and revised to reflect changes to our EL Program and will be shared with the ELAC for input.

Elevate will adopt the Ellevation program to monitor, track, and assess EL students. Ellevation provides customizable data dashboards and comprehensive student profiles that allow our teachers and leadership teams to easily track language proficiency, analyze sub-populations, share insights schoolwide, and make informed decisions about goals and progress.

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.

Elevate School is not eligible to receive additional concentration grant add-on funding.

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	Not applicable to charter schools	Not applicable to charter schools

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 certificated staff providing direct services to students	Not applicable to charter schools	Not applicable to charter schools

2023-24 Total Planned Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$ 4,995,562	\$ 897,169	\$ -	\$ 361,922	6,254,653	\$ 5,060,623	\$ 1,194,030

Goal #	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	All	\$ 2,475,185	\$ -	\$ -	\$ -	\$ 2,475,185
1	2	MEASURING STUDENT PROGRESS - ASSESSMENTS	All	\$ 59,284	\$ -	\$ -	\$ -	\$ 59,284
1	3	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	All	\$ 312,964	\$ -	\$ -	\$ -	\$ 312,964
1	3	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	All	\$ 74,528	\$ 89,010	\$ -	\$ 76,002	\$ 239,540
1	4	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	All	\$ 461,263	\$ 66,103	\$ -	\$ -	\$ 527,366
1	5	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	All	\$ 495,540	\$ -	\$ -	\$ 65,612	\$ 561,152
1	6	SERVICES TO SUPPORT SWD	SPED	\$ 174,927	\$ 650,056	\$ -	\$ 57,625	\$ 882,608
2	1	PROFESSIONAL DEVELOPMENT	All	\$ 230,570	\$ -	\$ -	\$ 18,681	\$ 249,251
2	2	STRENGTHENING EL PROGRAM & SERVICES	EL	\$ 123,346	\$ -	\$ -	\$ -	\$ 123,346
2	3	CORE CURRICULAR PROGRAM NEEDS	All	\$ 2,204	\$ -	\$ -	\$ -	\$ 2,204
2	4	CLOSING THE DIGITAL DIVIDE	All	\$ 96,100	\$ -	\$ -	\$ -	\$ 96,100
2	5	BROAD COURSE OF STUDY	All	\$ 326,469	\$ 92,000	\$ -	\$ -	\$ 418,469
3	1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	All	\$ 101,475	\$ -	\$ -	\$ 144,002	\$ 245,477
3	2	PARENT INPUT IN DECISION-MAKING OPPORTUNITIES PROVIDED TO	All	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
3	3	SUPPORT PARENT ENGAGEMENT & PARTICIPATION	All	\$ 60,207	\$ -	\$ -	\$ -	\$ 60,207

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
\$ 4,930,054	\$ 436,310	8.85%	0.00%	8.85%	\$ 436,310	0.00%	8.85%	Total:	\$ 436,310
								LEA-wide Total:	\$ -
								Limited Total:	\$ 123,346
								Schoolwide Total:	\$ 312,964

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	3	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	Yes	Schoolwide	All	All	\$ 312,964	0.00%
2	2	STRENGTHENING EL PROGRAM & SERVICES	Yes	Limited	English Learners	All	\$ 123,346	0.00%

2022-23 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	\$ 4,791,193.00	\$ 5,035,730.00

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	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	No	\$ 1,922,337	\$ 1,800,335
1	2	MEASURING STUDENT PROGRESS - ASSESSMENTS	No	\$ 29,000	\$ 52,404
1	3	ADDRESSING ACADEMIC NEEDS & SUPPORTS TO ACCELERATE LEARNING	No	\$ 495,152	\$ 466,970
1	4	ADDRESSING SOCIAL-EMOTIONAL/BEHAVIORAL STUDENT NEEDS	Yes	\$ 338,521	\$ 347,943
1	4	ADDRESSING SOCIAL-EMOTIONAL/BEHAVIORAL STUDENT NEEDS	No	\$ 199,974	\$ 172,998
1	5	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	No	\$ 432,305	\$ 491,048
1	6	SERVICES TO SUPPORT SWD	No	\$ 558,287	\$ 605,768
2	1	PROFESSIONAL DEVELOPMENT	No	\$ 215,139	\$ 174,162
2	2	STRENGTHENING EL PROGRAM & SERVICES	No	\$ 20,000	\$ -
2	2	STRENGTHENING EL PROGRAM & SERVICES	Yes	\$ 94,761	\$ 92,054
2	3	CORE CURRICULAR PROGRAM NEEDS	No	\$ 15,000	\$ 134,471
2	4	CLOSING THE DIGITAL DIVIDE	No	\$ 89,500	\$ 103,803
2	5	BROAD COURSE OF STUDY	No	\$ 115,896	\$ 319,288
3	1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	No	\$ 223,564	\$ 229,099
3	2	PARENT INPUT IN DECISION-MAKING	No	\$ -	\$ -
3	3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	No	\$ 41,757	\$ 45,387

2022-23 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
\$ 349,544	\$ 433,282	\$ 430,575	\$ 2,707	0.00%	0.00%	0.00% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed 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	4	ADDRESSING SOCIAL-EMOTIONAL/BEHAVIORAL STUDENT NEEDS	Yes	\$ 338,521	\$ 338,521.00	0.00%	0.00%
2	2	STRENGTHENING EL PROGRAM & SERVICES	Yes	\$ 94,761	\$ 92,054.00	0.00%	0.00%

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)
\$ 3,368,483	\$ 349,544	0.00%	10.38%	\$ 430,575	0.00%	12.78%	\$0.00 - No Carryover	0.00% - No Carryover

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 students
- 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

Approve 23-24 Budget

Section:	II. Agenda Items
Item:	G. Approve 23-24 Budget
Purpose:	Vote
Submitted by:	
Related Material:	EE BUDGET FY23-24.pdf EE 23-24 Budget Presentation.pdf

**Charter School Preliminary Budget
FY 2023-2024**

Charter School Name:	Elevate School
CDS #:	37-68338-129395
Charter Approving Entity:	San Diego Unified School District 37-68338
County:	San Diego
SBE Charter #:	1633

Projected Enrollment	488
ADA Rate	96.21%
Projected ADA	469.50
Projected Unduplicated Pupil Count	240.00

Description	Object Code	Unrestricted Budget	Restricted Budget	Total Budget
A. REVENUES (8000-8799)				
1. Local Control Funding Formula (LCFF) Sources - (8011-8097)				
LCFF State Aid - Current Year (CY) (Res 0000)	8011	1,471,331		1,471,331
Education Protection Account State Aid (EPA) - CY (Res 1400)	8012	93,900		93,900
State Aid - Prior Years (LCFF State Aid and EPA) (Res 0000 and Res 1400)	8019	-		-
Transfers to Charter Schools In Lieu of Property Taxes - CY & PY (Res 0000)	8096	3,801,133		3,801,133
Other LCFF Transfers	8091, 8097	-		-
Total, LCFF Sources		5,366,364		5,366,364
2. Federal Revenues (8100-8299)				
ESEA (ESSA), Title I, Part A, Basic Grants Low-Income and Neglected (Res 3010)	8290		63,665	63,665
ESEA (ESSA): Title II, Part A, Improving Teacher Quality Program (Res 4035)	8290		11,131	11,131
ESEA (ESSA): Title III, Limited English Proficient Student Program (Res 4203)	8290		-	-
ESEA (ESSA): Title III, Immigrant Education Program (Res 4201)	8290		-	-
ESEA (ESSA): Title IV, 21st Century Learning Communities (Res 4124)	8290		-	-
ESEA (ESSA): Title IV, Part A, Student Support and Academic Enrichment Grants (Res 4127)	8290		10,000	10,000
ESSA: Title V, Part B, Public Charter Schools Grant Program (Res 4610)	8290		-	-
Fed SpEd, IDEA Basic Local Assistance Entitlement, Part B, Sec 611 (Res 3310)	8181		57,625	57,625
Fed Sp Ed, IDEA Mental Health Allocation Plan, Part B, Sec 611 (Res 3327)	8182		-	-
Child Nutrition - Federal (NSLP) (Res 5310 and others)	8220		150,494	150,494
Maintenance and Operations (Public Law 81-874) (Res 0000)	8110		-	-
Other Federal Revenues (All other resources not reported separately)	8100-8299	465,000	102,612	567,612
Total - Federal Revenues		465,000	395,527	860,527
3. Other State Revenues (8300-8599)				
State Special Education (Res 6500)	8792		384,990	384,990
State Special Education Mental Health Services (Res 6512)	8590		26,103	26,103
Mandate Block Grant (Res 0000)	8550	8,690		8,690
After School Education and Safety (ASES) (Res 6010)	8677, 8590		-	-
Common Core Standards Implementation (Res 7405)	8590		-	-
Charter School Facility Grant Program (SB 740) (Res 6030)	8590		-	-
COVID-19 LEA Response Funds (SB 117) (Res 7388)	8590		-	-
Lottery, Unrestricted (Res 1100)	8560	79,815		79,815
Lottery, Restricted - Prop 20 (Res 6300)	8560		31,457	31,457
Proposition 39 - California Clean Energy Jobs Act (Res 6230)	8590		-	-
Other State Revenues (All other resources not reported separately)	8300-8599	-	582,524	582,524
Total - Other State Revenues		88,505	1,025,074	1,113,579
4. Local Revenue (8600-8799)				
All Local Revenues	8600-8799	168,890		168,890
Total - Local Revenues		168,890		168,890
5. TOTAL REVENUES		6,088,759	1,420,601	7,509,360
B. EXPENDITURES AND OTHER OUTGO (1000-7499)				
1. Certificated Salaries				
Teachers' Salaries	1100	2,231,374	55,556	2,286,930
Pupil Support Salaries	1200	31,038	174,029	205,067
Supervisors' and Administrators' Salaries	1300	488,282	187,396	675,678
Other Certificated Salaries	1900	60,802		60,802
Total, Certificated Salaries		2,811,496	416,981	3,228,477
2. Classified Salaries				
Instructional Salaries	2100	220,996	228,188	449,184
Support Salaries	2200		71,029	71,029
Supervisors' and Administrators' Salaries	2300	166,727	22,674	189,401
Clerical and Office Salaries	2400	239,424		239,424
Other Classified Salaries	2900			-
Total, Classified Salaries		627,147	321,891	949,038
3. Employee Benefits				
STRS	3101-3102	536,996	79,643	616,639
PERS	3201-3202			-
OASDI/Medicare (Social Security)	3301-3302	88,743	30,671	119,414
Health and Welfare Benefits	3401-3402	410,783	34,000	444,783
Unemployment Insurance	3501-3502	1,719	369	2,088
Workers' Compensation Insurance	3601-3602	41,067	7,023	48,090
OPEB, Allocated	3701-3702			-
OPEB, Active Employees	3751-3752			-
Other Employee Benefits	3901-3902	14,236		14,236
Total, Employee Benefits		1,093,544	151,706	1,245,250

**Charter School Preliminary Budget
FY 2023-2024**

Charter School Name:	Elevate School
CDS #:	37-68338-129395
Charter Approving Entity:	San Diego Unified School District 37-68338
County:	San Diego
SBE Charter #:	1633

Projected Enrollment	488
ADA Rate	96.21%
Projected ADA	469.50
Projected Unduplicated Pupil Count	240.00

Description	Object Code	Unrestricted Budget	Restricted Budget	Total Budget
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	13,507	55,880	69,387
Books and Other Reference Materials	4200	9,138	-	9,138
Materials and Supplies	4300	84,732	72,640	157,372
Non-capitalized Equipment	4400	35,318	5,000	40,318
Food (Food used in food-service activities for which the purpose is nutrition)	4700	-	141,111	141,111
Total, Books and Supplies		142,695	274,631	417,326
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	-	-	-
Travel and Conferences	5200	8,815	-	8,815
Dues and Memberships	5300	15,870	-	15,870
Insurance	5400	40,000	-	40,000
Operations and Housekeeping Services	5500	31,608	53,505	85,113
Rentals,Leases,Repairs,and Noncapitalized Improvements	5600	574,347	-	574,347
Transfer of Direct Costs (MUST net to zero)	5700	-	-	-
Prof/Consulting Svcs and Operating Expend (Include District Oversight)	5800	483,296	277,288	760,584
Communications	5900	74,350	-	74,350
Total, Services and Other Operating Expenditures		1,228,286	330,793	1,559,079
6. Capital Outlay				
Depreciation Expense (See Sections G.9 & F.2.a)	6900	45,523	-	45,523
Total, Capital Outlay		45,523	-	45,523
7. Other Outgo				
Tuition to Other Schools (<i>Include contribution to unfunded cost of Sp Ed.</i>)	7110-7143	-	-	-
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	-	-	-
Transfers of Apportionments to Other LEAs - Spec Ed and All Others	7221-7223	-	-	-
All Other Transfers	7280-7299	-	-	-
Transfers of Indirect Costs (MUST net to zero)	7300-7399	-	-	-
Debt Service - Interest	7430-7439	-	-	-
Debt Service - Principal (FOR MODIFIED ACCRUAL BASIS ONLY)	7439	-	-	-
Total, Other Outgo		-	-	-
8. TOTAL EXPENDITURES		5,948,691	1,496,002	7,444,693
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		140,068	(75,401)	64,667
D. OTHER FINANCING SOURCES/USES (7600-7699, 8930-8999)				
1. All Other Financing Sources	8930-8979	-	-	-
2. Other Uses	7630-7699	-	-	-
3. Contributions between unrestricted and restricted accounts (MUST net to zero) (Include contribution to the unfunded cost of Special Education)	8980-8999	(75,401)	75,401	-
4. TOTAL OTHER FINANCING SOURCES/USES		(75,401)	75,401	-
E. NET INCREASE (DECREASE) IN FUND BALANCE/NET POSITION (C + D.4.)		64,667	-	64,667
F. FUND BALANCE/NET POSITION				
1. Beginning Fund Balance/Net Position				
a. July 1 (Projected Ending Fund Balance for FY ending 06/30/23)	9791	2,630,956	-	2,630,956
b. Adjustments/Restatements	9793, 9795	-	-	-
c. Adjusted Beginning Fund Balance/Net Position		2,630,956	-	2,630,956
2. Projected Ending Fund Balance/Net Position, June 30 (E + F.1.c.)		2,695,623	-	2,695,623
Components of Ending Net Position				
a. Net Investment in Capital Assets (<i>See Sections B.6 and G.9</i>)	9796	163,736	-	163,736
b. Restricted Net Position	9797	-	-	-
c. Unrestricted Net Position	9791	2,531,887	-	2,531,887

PY ESTIMATED ACTUALS vs CY BUDGET

Charter School Name:	Elevate School
CDS #:	37-68338-129395
Charter Approving Entity:	San Diego Unified School District 37-68338
County:	San Diego
SBE Charter #:	1633

Instructions:

Column G " PY Estimated Actual" - manual input (data source: Est. Actual for FY ending 6/30/23)
 Column H "Preliminary Budget" - will automatically populate (linked to Prelim Budget Template tab)
 Column I "\$ Change" - will automatically populate
 Column J "% Change" - will automatically populate
 Column K "Explanation" - provide an explanation if Column J is highlighted in RED

Description	Object Code	Estimated Actual for FY Ending 6/30/23 (A)	Preliminary Budget (B)	\$ Change (B - A) (C)	% Change (C / A) (D)	Explanation (e.g. enrollment increase; one-time purchase of 100 chrome books, etc.) =>10% and =>(-10%) change
A. REVENUES (8000-8799)						
1. Local Control Funding Formula (LCFF) Sources - (8011-8097)						
LCFF State Aid - Current Year (CY) (Res 0000)	8011	1,285,770	1,471,331	\$ 185,561	14%	Budget has an increase in enrollment and 8.22% COLA
Education Protection Account State Aid (EPA) - CY (Res 1400)	8012	87,564	93,900	\$ 6,336	7%	
State Aid - Prior Years (LCFF State Aid and EPA) (Res 0000 and Res 1400)	8019	-	-	\$ -	0%	
Transfers to Charter Schools In Lieu of Property Taxes - CY & PY (Res 0000)	8096	3,227,539	3,801,133	\$ 573,594	18%	Budget has an increase in enrollment and 8.22% COLA
Other LCFF Transfers	8091, 8097	-	-	\$ -	0%	
Total, LCFF Sources		4,600,873	5,366,364	\$ 765,491	17%	
2. Federal Revenues (8100-8299)						
ESEA (ESSA), Title I, Part A, Basic Grants Low-Income and Neglected (Res 3010)	8290	58,665	63,665	\$ 5,000	9%	
ESEA (ESSA): Title II, Part A, Improving Teacher Quality Program (Res 4035)	8290	11,131	11,131	\$ -	0%	
ESEA (ESSA): Title III, Limited English Proficient Student Program (Res 4203)	8290	-	-	\$ -	0%	
ESEA (ESSA): Title III, Immigrant Education Program (Res 4201)	8290	-	-	\$ -	0%	
ESEA (ESSA): Title IV, 21st Century Learning Communities (Res 4124)	8290	-	-	\$ -	0%	
ESEA (ESSA): Title IV, Part A, Student Support and Academic Enrichment Grants (Res 4127)	8290	10,000	10,000	\$ -	0%	
ESSA: Title V, Part B, Public Charter Schools Grant Program (Res 4610)	8290	-	-	\$ -	0%	
Fed SpEd, IDEA Basic Local Assistance Entitlement, Part B, Sec 611 (Res 3310)	8181	52,000	57,625	\$ 5,625	11%	Increase in enrollment
Fed Sp Ed, IDEA Mental Health Allocation Plan, Part B, Sec 611 (Res 3327)	8182	-	-	\$ -	0%	
Child Nutrition - Federal (NSLP) (Res 5310 and others)	8220	118,289	150,494	\$ 32,205	27%	Increase in enrollment
Maintenance and Operations (Public Law 81-874) (Res 0000)	8110	-	-	\$ -	0%	
Other Federal Revenues (All other resources not reported separately)	8100-8299	864,956	567,612	\$ (297,344)	-34%	Budget has a reduction to ESSER funds
Total - Federal Revenues		1,115,041	860,527	\$ (254,514)	-23%	
3. Other State Revenues (8300-8599)						
State Special Education (Res 6500)	8792	374,740	384,990	\$ 10,250	3%	
State Special Education Mental Health Services (Res 6512)	8590	25,343	26,103	\$ 760	3%	
Mandate Block Grant (Res 0000)	8550	7,196	8,690	\$ 1,494	21%	Increase in enrollment
After School Education and Safety (ASES) (Res 6010)	8677, 8590	-	-	\$ -	0%	
Common Core Standards Implementation (Res 7405)	8590	-	-	\$ -	0%	
Charter School Facility Grant Program (SB 740) (Res 6030)	8590	-	-	\$ -	0%	
COVID-19 LEA Response Funds (SB 117) (Res 7388)	8590	-	-	\$ -	0%	
Lottery, Unrestricted (Res 1100)	8560	74,463	79,815	\$ 5,352	7%	
Lottery, Restricted - Prop 20 (Res 6300)	8560	29,347	31,457	\$ 2,110	7%	
Proposition 39 - California Clean Energy Jobs Act (Res 6230)	8590	-	-	\$ -	0%	
Other State Revenues (All other resources not reported separately)	8300-8599	314,725	582,524	\$ 267,799	85%	Learning recovery usage, ELOP, and Prop 28
Total - Other State Revenues		825,814	1,113,579	\$ 287,765	35%	
4. Local Revenue (8600-8799)						
All Local Revenues	8600-8799	142,250	168,890	\$ 26,640	19%	Increase to contributions and fundraising
Total - Local Revenues		142,250	168,890	\$ 26,640	19%	
5. TOTAL REVENUES		6,683,978	7,509,360	\$ 825,382	12%	
B. EXPENDITURES AND OTHER OUTGO (1000-7499)						
1. Certificated Salaries						
Teachers' Salaries	1100	1,950,143	2,286,930	\$ 336,787	17%	Teacher salary schedule increase
Pupil Support Salaries	1200	241,986	205,067	\$ (36,919)	-15%	Adjustments to personnel structure
Supervisors' and Administrators' Salaries	1300	584,707	675,678	\$ 90,971	16%	Adjustments to personnel structure
Other Certificated Salaries	1900	55,785	60,802	\$ 5,017	9%	
Total, Certificated Salaries		2,832,621	3,228,477	\$ 395,856	14%	

PY ESTIMATED ACTUALS vs CY BUDGET

Charter School Name:	Elevate School
CDS #:	37-68338-129395
Charter Approving Entity:	San Diego Unified School District 37-68338
County:	San Diego
SBE Charter #:	1633

Instructions:

Column G "PY Estimated Actual" - manual input (data source: Est. Actual for FY ending 6/30/23)
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 Column K "Explanation" - provide an explanation if Column J is highlighted in **RED**

Description	Object Code	Estimated Actual for FY Ending 6/30/23 (A)	Preliminary Budget (B)	\$ Change (B - A) (C)	% Change (C / A) (D)	Explanation <i>(e.g. enrollment increase; one-time purchase of 100 chrome books, etc.) =>10% and =>(-10%) change</i>
2. Classified Salaries						
Instructional Salaries	2100	404,568	449,184	\$ 44,616	11%	Rate increases
Support Salaries	2200	48,117	71,029	\$ 22,912	48%	Rate increases and new hires
Supervisors' and Administrators' Salaries	2300	73,289	189,401	\$ 116,112	158%	New hire
Clerical and Office Salaries	2400	295,261	239,424	\$ (55,837)	-19%	Adjustment to personnel structure
Other Classified Salaries	2900	-	-	\$ -	0%	
Total, Classified Salaries		821,235	949,038	\$ 127,803	16%	
3. Employee Benefits						
STRS	3101-3102	530,190	616,639	\$ 86,449	16%	Salary increases
PERS	3201-3202	-	-	\$ -	0%	
OASDI/Medicare (Social Security)	3301-3302	99,446	119,414	\$ 19,968	20%	Compensation increases
Health and Welfare Benefits	3401-3402	328,683	444,783	\$ 116,100	35%	Compensation increases
Unemployment Insurance	3501-3502	17,690	2,088	\$ (15,602)	-88%	Reduction in rate
Workers' Compensation Insurance	3601-3602	27,829	48,090	\$ 20,261	73%	Compensation increases
OPEB, Allocated	3701-3702	-	-	\$ -	0%	
OPEB, Active Employees	3751-3752	-	-	\$ -	0%	
Other Employee Benefits	3901-3902	20,773	14,236	\$ (6,537)	-31%	Reduction in PTO payout
Total, Employee Benefits		1,024,611	1,245,250	\$ 220,639	22%	
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	44,571	69,387	\$ 24,816	56%	Increase due to Arts & Material (Prop 28) funding
Books and Other Reference Materials	4200	8,595	9,138	\$ 543	6%	
Materials and Supplies	4300	162,566	157,372	\$ (5,194)	-3%	
Non-capitalized Equipment	4400	103,000	40,318	\$ (62,682)	-61%	Reduction correlated to decrease in one-time funding resources
Food (Food used in food-service activities for which the purpose is nutrition)	4700	166,563	141,111	\$ (25,452)	-15%	Reduction in one-time revenue sources
Total, Books and Supplies		485,295	417,326	\$ (67,969)	-14%	
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	-	-	\$ -	0%	
Travel and Conferences	5200	8,050	8,815	\$ 765	10%	
Dues and Memberships	5300	14,492	15,870	\$ 1,378	10%	
Insurance	5400	71,368	40,000	\$ (31,368)	-44%	New service provider
Operations and Housekeeping Services	5500	81,376	85,113	\$ 3,737	5%	
Rentals,Leases,Repairs,and Noncapitalized Improvements	5600	447,082	574,347	\$ 127,265	28%	Increase in lease agreement
Transfer of Direct Costs (MUST net to zero)	5700	-	-	\$ -	0%	
Prof/Consulting Svcs and Operating Expend (Include District Oversight)	5800	727,357	760,584	\$ 33,227	5%	
Communications	5900	74,404	74,350	\$ (54)	0%	
Total, Services and Other Operating Expenditures		1,424,129	1,559,079	\$ 134,950	9%	
6. Capital Outlay						
Depreciation Expense (See Sections G.9 & F.2.a)	6900	45,615	45,523	\$ (92)	0%	
Total, Capital Outlay		45,615	45,523	\$ (92)	0%	
7. Other Outgo						
Tuition to Other Schools (<i>Include contribution to unfunded cost of Sp Ed.</i>)	7110-7143	-	-	\$ -	0%	
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	-	-	\$ -	0%	
Transfers of Apportionments to Other LEAs - Spec Ed and All Others	7221-7223	-	-	\$ -	0%	
All Other Transfers	7280-7299	-	-	\$ -	0%	
Transfers of Indirect Costs (MUST net to zero)	7300-7399	-	-	\$ -	0%	
Debt Service - Interest	7430-7439	-	-	\$ -	0%	
Debt Service - Principal (FOR MODIFIED ACCRUAL BASIS ONLY)	7439	-	-	\$ -	0%	
Total, Other Outgo		-	-	\$ -	0%	
8. TOTAL EXPENDITURES		6,633,506	7,444,693	\$ 811,187	12%	

PY ESTIMATED ACTUALS vs CY BUDGET

Charter School Name:	Elevate School
CDS #:	37-68338-129395
Charter Approving Entity:	San Diego Unified School District 37-68338
County:	San Diego
SBE Charter #:	1633

Instructions:

Column G " PY Estimated Actual" - manual input (data source: Est. Actual for FY ending 6/30/23)
 Column H "Preliminary Budget" - will automatically populate (linked to Prelim Budget Template tab)
 Column I "\$ Change" - will automatically populate
 Column J "% Change" - will automatically populate
 Column K "Explanation" - provide an explanation if Column J is highlighted in **RED**

Description	Object Code	Estimated Actual for FY Ending 6/30/23 (A)	Preliminary Budget (B)	\$ Change (B - A) (C)	% Change (C / A) (D)	Explanation <i>(e.g. enrollment increase; one-time purchase of 100 chrome books, etc.)</i> =>10% and =>(-10%) change
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,472	64,667	\$ 14,195	28%	Increase in enrollment & COLA
D. OTHER FINANCING SOURCES/USES (7600-7699, 8930-8999)						
1. All Other Financing Sources	8930-8979		-	\$ -	0%	
2. Other Uses	7630-7699		-	\$ -	0%	
3. Contributions between unrestricted and restricted accounts (<i>MUST net to zero</i>) <i>(Include contribution to the unfunded cost of Special Education)</i>	8980-8999		-	\$ -	0%	
4. TOTAL OTHER FINANCING SOURCES/USES		-	-	\$ -	0%	
E. NET INCREASE (DECREASE) IN FUND BALANCE/NET POSITION (C + D.4.)		50,472	64,667	\$ 14,195	28%	
F. FUND BALANCE/NET POSITION						
1. Beginning Fund Balance/Net Position						
a. July 1 (Projected Ending Fund Balance for FY ending 06/30/23)	9791	2,926,039	2,630,956	\$ (295,083)	-10%	
b. Adjustments/Restatements	9793, 9795	12,742	-	\$ (12,742)	-100%	
c. Adjusted Beginning Fund Balance/Net Position		2,938,781	2,630,956	\$ (307,825)	-10%	
2. Projected Ending Fund Balance/Net Position, June 30 (E + F.1.c.)		2,989,253	2,695,623	\$ (293,630)	-10%	
Components of Ending Net Position						
a. Net Investment in Capital Assets (<i>See Sections B.6 and G.9</i>)	9796	177,697	163,736	\$ (13,961)	-8%	
b. Restricted Net Position	9797	-	-	\$ -	0%	
c. Unrestricted Net Position	9791	2,773,710	2,531,887	\$ (241,823)	-9%	

Net Operating Profit (Revenue > Expenses)	MET	MET
Required Unrestricted Fund Balance (3% of expenses)	199,005	223,341
Reserve for Economic Uncertainty	MET	MET

Elevate School 2023-24 Budget

June 2023

California Budget – January Proposal

- Budget shortfall of \$22.5 billion - The Governor proposes to close the gap through funding delays, reductions, funding shifts, revenue generation, and borrowing.
- 8.13% cost of living adjustment (COLA)
- Prop 28 Arts and Music Education Funding - \$941 Million
- Arts, Music, and Instructional Materials Discretionary Block Grant Reduction - given the obligation to fund Proposition 28 and the need for one-time funds to cover the costs of the LCFF in 2022-23 and 2023-24, the Governor proposes to **reduce the Arts, Music, and Instructional Materials Discretionary Block Grant by \$1.2 billion. This equates to a 31% reduction.**

California Budget – May Revise

- Budget shortfall of \$31.5 billion; an increase of \$9 billion since January. The May Revision utilizes \$2.7 billion in one-time resources to support the ongoing cost of the LCFF, a significant increase since January.
- 8.22% cost of living adjustment (COLA); an increase of 0.09%
- Prop 28 Arts and Music Education Funding – minor decrease to \$933 million of funding
- **Arts, Music, and Instructional Materials Discretionary Block Grant Reduction - increased to 50% - *The Legislative Branch approved the budget with a lesser reduction***
- **Learning Recovery Emergency Block Grant – a proposed cut of approximately 32% - *The Legislative Branch approved the budget with a lesser reduction***
- Nutrition – an additional \$110 million one-time and approximately \$191 million ongoing to fully fund the Universal School Meals Program in the 2022-23 and 2023-24 fiscal years.
- Tax deadline extension results in an unclear picture of state revenues

Effect of the Cuts to the State One-Time Funds

2022-23 One-Time Grants	Original CDE Entitlement	January Budget Proposal	May Revise Proposal
Arts, Music, Instructional, Materials Block Grant	261,695	170,102	130,848
Learning Recovery Emergency Block Grant	399,283	399,283	271,513
TOTAL	\$ 660,978	\$ 569,385	\$ 402,360

Funds were projected to be expended in the 22-23 and 23-24 budgets

2023-24 Budget Assumptions

- Enrollment: 488
- Attendance Rate: 469.50 ADA
- Prop 28 Arts and Music Funds: \$64,196
- ESSER III: \$97,612
- Impact Aid: \$465,000
- Arts, Music, Instructional, Materials Block Grant: \$67,000
- Learning Recovery Block Grant: \$265,000
- State Unemployment Insurance rate lower from 2022-23

Elevate 2023-24 Budget

ELEVATE SCHOOL <i>Multi-Year Budget Summary</i> Prepared by ExED. For use by ExED and ExED clients only. © 2023 ExED					
	2022-23	2023-24 Forecast	2024-25	2025-26	2026-27
Total Enrollment	459	488	498	498	498
ADA	437.82	469.50	479.13	479.13	479.13
INCOME					
8011-8098 · Local Control Funding Formula Sources	4,600,873	5,366,364	5,705,597	5,931,655	6,122,253
8100-8299 · Federal Revenue	1,115,041	860,527	864,873	630,624	665,624
8300-8599 · Other State Revenue	451,075	728,589	603,484	406,301	407,990
8600-8799 · Other Local Revenue	431,740	441,620	450,162	450,830	451,519
Grants/Fundraising	85,250	112,260	134,560	134,560	134,560
8999 · Other Prior Year Adjustment	-	-	-	-	-
TOTAL INCOME	6,683,979	7,509,360	7,758,676	7,553,972	7,781,946
EXPENSE					
1000 · Certificated Salaries	2,832,622	3,228,477	3,371,428	3,485,699	3,596,280
2000 · Classified Salaries	821,236	949,038	977,509	1,006,834	1,037,039
3000 · Employee Benefits	1,024,612	1,245,252	1,294,638	1,338,490	1,382,266
4000 · Supplies	485,295	417,325	406,461	411,229	416,004
5000 · Operating Services	1,424,129	1,559,079	1,598,462	1,197,136	1,235,933
6000 · Capital Outlay	45,615	45,523	44,626	39,562	37,691
7000 · Other Outgo	-	-	-	-	-
TOTAL EXPENSE	6,633,509	7,444,694	7,693,125	7,478,951	7,705,213
NET INCOME	50,471	64,667	65,551	75,020	76,733
Ending Cash Balance	2,846,066	2,977,495	3,127,858	3,243,501	3,300,006

SDUSD Operations Agreement Change

2022 - 2023

18. Minimum Fund Balance. The Charter School will maintain the greater of three percent (3%) of total expenditures or \$75,000 in Net Assets or Fund Balance reserves. The District will review financial reports to monitor Fund Balance reserves. The Charter School will provide a Charter School board-approved corrective plan to the District within thirty (30) calendar days in the event the Charter School falls below the greater of three percent (3%) of total expenditures or \$75,000 fund balance for sixty (60) consecutive calendar days.

Projected Net Assets at June 30 = \$2,630,956; 3% of total expenditures = \$199,005

2023 - 2024

18. Minimum Cash Balance. The Charter School will adopt a minimum cash reserve of 5% of the total of all budgeted expenditures. The District will review financial reports to monitor cash balance reserves. The Charter School will provide a Charter School board-approved corrective plan to the District within 30 calendar days in the event the Charter School falls below five percent (5%) of total expenditures for 60 consecutive calendar days.

Projected Cash Position at June 30 = \$2,977,495; 5% of total budgeted expenditures = \$372,235

Coversheet

Approve 23-24 EPA Spending Plan

Section: II. Agenda Items
Item: H. Approve 23-24 EPA Spending Plan
Purpose: Vote
Submitted by:
Related Material: 23-24 EPA Spending Plan.pdf



Inspiring tomorrow's innovators & leaders

2285 Murray Ridge Rd.
San Diego, CA 92123

tel: 858.751.4774
email: info@elevateschool.com

Elevate School

2023-24 Education Protection Account Spending Plan

California created the Education Protection Account (EPA) in November 2012 after the passage of Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*. Proposition 30 temporarily increased the personal income tax rates for upper-income taxpayers and the sales tax rate for all taxpayers. The .25 sales tax increase expired in 2016. The income tax increase was set to expire in 2018, but was extended by voters through 2030 via Proposition 55 in November 2016.

Revenue generated from the increased taxes are deposited into the EPA and distributed to districts and charter schools on a quarterly basis.

While funds from the EPA are part of a district's or charter school's general purpose funding, Proposition 30 specifies that EPA funds may not be used for administrative salaries or benefits or any other administrative costs. **Governing boards must determine the use of EPA funds at an open public meeting annually.**

Proposition 30 also requires all districts, counties and charter schools to report on their websites an accounting of how much money was received from the EPA and how that money was spent.

For schools that opened in 2013-14 or later, EPA is apportioned at \$200/ADA. For **Elevate School**, this equates to **\$93,900**, which will be used to support teacher salaries and benefits.

Coversheet

Approve 23-24 Declaration of Need (DON)

Section: II. Agenda Items
Item: I. Approve 23-24 Declaration of Need (DON)
Purpose: Vote
Submitted by:
Related Material: 23-24 Elevate Declaration of Need cl500.pdf



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

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-22

Revised Declaration of Need for year: 2023-224

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

Name of District or Charter: Elevate School District CDS Code: 68338

Name of County: San Diego County CDS Code: 37

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

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

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 06/28/23 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

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

Ryan Elliott		Executive Director
<i>Name</i>	<i>Signature</i>	<i>Title</i>
	858-751-4774	June 28, 2023
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

2285 Murray Ridge Road, San Diego, CA 92123
Mailing Address

relliott@elevateschool.com
E-Mail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

The declaration shall remain in force until June 30, _____.

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

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>3</u>
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization:	

Resource Specialist	<u>1</u>
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	3
Special Education	2
TOTAL	7

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Art	1
Science	1
Math	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No Type text here

If no, explain. _____

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

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

If yes, list each college or university with which you participate in an internship program.

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

Coversheet

Approve Revised 23-24 Academic Calendar and Instructional Minutes

Section: II. Agenda Items
Item: J. Approve Revised 23-24 Academic Calendar and Instructional Minutes
Purpose: Vote
Submitted by:
Related Material: Academic Calendar - master - 2023-24(K-5) (1).pdf
Academic Calendar - master - 2023-24 (EMS) (1).pdf
2023.6.28 Elevate K-5 and 6-8 Instructional Minutes 2023-24.pdf



Elementary (K-5) Academic Calendar 2023-2024

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- New Trimester Begins
- No School
- Staff Development Day - No School for Students
- Minimum Day - All Students K-5th
- Minimum Day - Kindergarten only
- Parent/Teacher Conferences
- Start/End Day

amended for approval 6/20/23



Middle School (6-8) Academic Calendar 2023-2024

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- New Academic Quarter Begins
- No School
- Staff Development Day - No School for Students
- Minimum Day - All Students K-5th
- Student-led Conferences
- Start/End Day

amended for approval 6/20/23

Financial Accounting Office
 Pupil Accounting
 2020-2021 Annual Instructional Minutes Schedule

School	Elevate
Location	016
Track	T
Modified Day	Thursday

Minimum Requirements:

Kindergarten (including recess)	36,000
Grades 1-5 (not including recess)	54,000

Schedule Gr K	Start Time	Ending Time	Total minutes per day	Minus minutes of recess	Minus minutes of lunch	Instructional minutes per day	Number of days per year	Instructional minutes per year	Excess or (shortage)
Regular Day	08:10 AM	02:40 PM	390	N/A	20	370	176	43,290	
Modified Day	08:10 AM	12:55 PM	285	N/A	20	265	176	15,635	
								58,925	22,925

Schedule Gr 1-3	Start Time	Ending Time	Total minutes per day	Minus minutes of recess	Minus minutes of lunch	Instructional minutes per day	Number of days per year	Instructional minutes per year	Excess or (shortage)
Regular Day	08:10 AM	02:40 PM	390	35	20	335	176	43,215	
Modified Day	08:10 AM	12:55 PM	285	20	20	245	176	11,515	
								54,730	730


Schedule Gr 4-5	Start Time	Ending Time	Total minutes per day	Minus minutes of recess	Minus minutes of lunch	Instructional minutes per day	Number of days per year	Instructional minutes per year	Excess or (shortage)
Regular Day	08:30 AM	03:00 PM	390	35	20	335	176	43,215	
Modified Day	08:30 AM	01:15 PM	285	20	20	245	176	11,515	
								54,730	730

Dates: **Min days Gr 1-5** **Min days Kinder**

Every Thurs plus:	All Gr 1-5 plus:
8/29/22 Mon	8/30-9/23
11/14-11/18	
12/16/22 Fri	
3/20-3/24	
6/13/22 Mon	

Refer to Administrative Circular No. 220

I verify that the above is the correct schedule for the 2022-2023 school year.



6/28/23

Signature (Principal) _____ Date _____

**Please return the schedule to musherenko@sandi.net (Pupil Accounting Office) for corrections.
 Any revisions done after final approval will require Pupil Accounting's review.

Financial Accounting Office
 Pupil Accounting

2020-2021 Annual Instructional Minutes Schedule

Revised 5-19-20

School	Elevate
Location	016
Track	Traditional
Modified day	Thursday

Minimum Requirements:
 Grades 6-8 54,000

Schedule	Start Time	Ending Time	Total minutes per day	Minus excess passing time	Minus minutes of lunch	Instructional minutes per day	Number of days per year	Instructional minutes per year	Excess or (shortage)
Regular Days	08:00 AM	02:35 PM	395	18	33	349	129	45,021	
Modified/Min	08:00 AM	12:50 PM	290	12	33	248	47	11,656	
							176	56,677	2,677

Regular Days

Schedule	Period	Instructional Time from	Instructional Time to	Num Mins Passing	Minutes per period
Advisory		08:00 AM	08:20 AM		20
	1	08:23 AM	09:17 AM	3	54
	2	09:20 AM	10:14 AM	3	54
Lunch	3	10:17 AM	11:11 AM	3	54
		11:11 AM	11:44 AM	0	33
	4	11:47 AM	12:41 PM	3	54
	5	12:44 PM	01:38 PM	3	54
	6	01:41 PM	02:35 PM	3	54
				18	377
					395

Total Min


Mod/Min Days

Schedule	Period	Instructional Time from	Instructional Time to	Num Mins Passing	Minutes per period
Advisory		08:00 AM	08:20 AM	0	20
Core 1		08:23 AM	09:17 AM	3	54
Core 2		09:20 AM	10:14 AM	3	54
Lunch		10:14 AM	10:47 AM	0	33
Core 3		10:50 AM	11:44 AM	3	54
Core 4		11:47 AM	12:50 PM	3	63
				12	278
					290

Total Min

Refer to Administrative Circular No. 220

I verify that the above is the correct schedule for the 2021-2022 school year.

 Signature (Principal)	6/28/23 Date
--	-----------------

Minimum days

Every Thurs plus:
8/29/22 Mon
11/14-11/18
12/16/22 Fri
3/20-3/24
6/13/22 Mon

Final Exams to be a

**Please return the schedule to musherenko@sandi.net (Pupil Accounting Office) for corrections.
 Any revisions done after final approval will require Pupil Accounting's review.

Coversheet

Approve 23-24 Contracts with: The Uniform Store, Top Notch, LunchAssist, Camp Cuyamaca, Specialized Services, Apex Therapies, Sound Therapies

Section: III. Consent Agenda
Item: A. Approve 23-24 Contracts with: The Uniform Store, Top Notch, LunchAssist, Camp Cuyamaca, Specialized Services, Apex Therapies, Sound Therapies
Purpose: Vote
Submitted by:
Related Material: Elevate Uniform Agreement 2023-2024.pdf
Elevate-Top Notch Contract.pdf
QT_Elevate School Consulting Renewal - 23-24.pdf
2023-24 - Elevate Camp Contract.pdf
*2_Master_Contract_23-24.pdf
Service Agreement Elevate Charter School 2023-2024.docx.pdf

School Uniform Agreement

This Agreement (the "Agreement") between Elevate School ("ES") and DSSD, LLC ("DSSD"), provides for the supply of school uniforms to students in all grades.

The term of this agreement continues through the end of the school year 2023-2024. Renewal is not automatic but should complete by November 15, 2023 to prevent disruption in availability of uniforms for the following year.

- 1. Assortment: DSSD will be the exclusive supplier of school uniform apparel for ES for the term of this agreement for a specified Assortment, defined and agreed by ES and DSSD including decoration/logo requirements.

Changes to the Assortment may be made with agreement of both ES and DSSD.

- 2. Promotion: DSSD will provide promotional and informational material related to school uniforms which will be distributed and/or made available by ES to parents and students. ES will post a link to a web site provided by DSSD for ES 's uniform program for the use of the school's families, from ES's web site.
- 3. School Provided Polos: DSSD will provide a credit toward the purchase of one ES decorated polo shirt for each student. The credit value is the then current price of a Value Line short sleeve polo shirt. DSSD will use and track a coupon code for this credit and will invoice ES periodically for coupons used.
- 4. Termination. In the event of termination of this agreement, ES will purchase all remaining inventory of items decorated specifically for ES. There is no liability upon expiration of this agreement.

Elevate School

DSSD, dba The Uniform Store

Signature: _____

Signature: _____

Position: _____

Position: _____

Date: _____

Date: _____

Vended Meals Solicitation & Contract

Elevate School

<https://www.elevateschool.com/>

Date: June 2, 2023

Attention: Top Notch Catering

Elevate School, hereafter referred to as SFA is seeking a responsible vendor to provide vended meals to one campus operating the USDA Child Nutrition Programs in San Diego, CA.

Deadline:

Please reply to Karen Montesdeoca no later than June 5, 2023, by sending an email to kmontesdeoca@elevateschool.com with your price quote.

Goods/Services Requested:

The SFA anticipates purchasing the following items in the estimated quantities, however, the following list is only an estimate, is subject to change, and is not a commitment to purchase. The SFA operates the National School Lunch Program and School Breakfast Program.

Meals must meet all state and federal requirements of the NSLP and SBP. Meals must be individually packaged to comply with the service limitations of the satellite kitchen facility at Elevate School. The vendor must be flexible to provide meals for a variety of service models. At least two entrée options must be provided each day, including a daily vegetarian option. The vendor must cook and prepare meals from fresh, whole, and raw ingredients using scratch-cooking or speed-scratch strategies. Meals must be prepared fresh daily in a satellite facility and delivered ready to eat. The school will not cook or reheat meals on site but is capable of keeping food hot or cold until service. Prices per meal must include delivery and fuel charges, and paper goods/supplies. Paper goods/supplies must not include styrofoam and should include the use of environmentally sustainable packaging where possible.

Meal Type	Estimated Meals/Day
Breakfasts	50/day
Lunches	220/day

Afterschool Snacks	
--------------------	--

Please provide pricing information for the following items:

USDA-compliant meals and snacks with all required food components for grades K-8

Meal Type	Pricing
Breakfasts	\$2.45
Lunches	\$3.75
Afterschool Snacks	\$1.01

The foods and beverages provided by the vendor must comply with the federal USDA School Nutrition Program guidelines. Appropriate documentation must be maintained by the vendor, and provided upon request, including but not limited to food safety records, nutrition facts labels, Child Nutrition Labels, product formulation statements, ingredient labels, and other items required to demonstrate compliance with the meal pattern and food safety regulations. Special dietary accommodations and fluid milk substitutions must be provided when requested by a family for medical reasons. The vendor shall provide complete menu production records and/or transport records on a daily basis to accompany all meals and document the appropriate portion sizes, ingredients, food items, meal components, and the time/temperatures of foods actually delivered each day. Ready-to-eat hot meals must be delivered with breakfast items for the next day included in the delivery. Breakfast items are to be stored overnight in the refrigerator and must be able to be warmed prior to service the next day (but not cooked). Daily delivery is expected.

The school follows the HHFKA K-8 meal pattern with offer vs serve in place. The school has a satellite facility with very limited equipment. The school provides refrigeration, warming equipment for hot and cold foods that are served on-site, and a handwashing station. The vendor must provide equipment for transporting food items at the appropriate temperature.

Breakfast and lunch orders will be provided 48 hours before delivery day. Order total will be available through Titan School Solutions or via email.

The vendor shall notify the SFA in advance whenever there is a product or ingredient change, and provide nutrition facts labels, ingredient statements, and product specification sheets/CN labels where applicable.

Delivery:

- Delivery must include off-loading and inside delivery.
- Cold/frozen items must be placed in the freezer/refrigerator by the delivery person.

- Hot foods must be placed in the warming unit by the delivery person.
- Delivery must be made between the hours of 9:30 - 10:30 am on all school days (and occasional non-student days when returning from break).
- Deliveries must be made to Elevate School at the Serra Mesa Campus, 2285 Murray Ridge Rd, San Diego, CA 92123. Tierrasanta Campus, 5606 Antigua Blvd. Ste. B4, San Diego, CA 92124. Elevate Middle, 8404 Phyllis Pl. San Diego, CA 92123.

Evaluation Criteria

- The lowest-priced responsive and responsible vendor shall be awarded the contract.
- The SFA defines responsive as the respondent conforming to all of the stated terms and conditions herein and defines responsible as the respondent is capable of performing successfully under the terms and conditions of the resulting contract.
- The SFA reserves the right to reject any and all bids or any portion or combination therein; to work with whomever and in whatever manner the SFA decides; and to abandon the procurement process entirely. Errors in price computations do not relieve respondents from offering the goods and services at the quoted price. The veracity of prices submitted is the sole responsibility of the bidder.

Pricing:

- Firm, fixed pricing must be specified.

Billing and Invoicing:

- Invoices must be accurate and provided by the vendor by the 5th of the month following the delivery of items.
- Invoices must follow net 30 payment terms.

Buy American:

The vendor must comply with the Buy American Provision, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7 CFR 210.21, 220.16). All creditable food products must comply with the Buy American Provision requirement in 7 CFR, sections 210.21(d) and 220.16(d). Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions:

1. The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality,
2. Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product.

The successful vendor must document and inform the SFA of exceptions to the Buy American Provision requirement prior to delivery of each and every non-domestic agricultural commodity or product.

The documented exception must include the following:

- A description of the nondomestic item.
- Alternative domestic commodities or products that the vendor offered and the reason they were not substituted for the nondomestic item.
- A synopsis of what third-party analysis was done by the vendor to determine cost and availability.
- Documentation by the vendor outlining the price of both domestic and non-domestic commodities or products or lack of availability to justify the exception.
- The dates that:
 - The vendor informed the SFA of the nondomestic commodity or product,
 - The SFA agreed to accept this food item in advance of delivery, and
 - The date the commodity or product was received by the SFA.

Additional Terms and Conditions

- The initial contract period shall be July 1, 2023 - June 30, 2024, with the option to renew the contract for up to four additional one year periods upon mutual agreement of the SFA and the vendor. Renewal shall be based on customer satisfaction with products, services, and prices.
- Annual Price Increase: Changes in per-meal price may be considered by the Sponsor at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such an increase. The Sponsor reserves the right to accept or reject any proposed price changes, in the best interest of the SFA. If the proposed per-meal price changes are accepted, they shall become effective on the first day of the Agreement renewal period. The Consumer Price Index (CPI) to be used will be the CPI-U-All Urban Consumers: US City Average Food Away From Home.
- The vendor that is awarded the contract must submit a completed Debarment and Suspension Certificate. If the contract is valued at or above \$100,000, a Disclosure of Lobbying Activities must also be provided.
- The vendor that is awarded the contract must submit a completed Prohibition of Poultry Products Imported from the People’s Republic of China Vendor Certification Form.
- The vendor that is awarded the contract must maintain all required food safety and sanitation practices as required by law, health permits, health inspections, and an updated HACCP Plan.
- The vendor that is awarded the contract must provide proof of liability insurance in the amount of \$2 million.
- The SFA reserves the right to terminate the resulting contract for cause and convenience. The rights of termination referred to in this solicitation are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
- Either party may be excused from performance when satisfactory evidence of force majeure is presented to the other party, provided that the non-performance is not due to the fault or negligence of the party not performing.

- The vendor is required to grant access to duly authorized representatives of the School Food Authority, the State Department of Education, United States Department of Agriculture, or Comptroller General to any books, documents, paper, and records that are directly pertinent to the contract. Bidder is required to retain all required records for three years after final payment and all other pending matters (audits) for this contract are closed.
- The vendor will be responsible for charges incurred by the SFA due to the vendor’s failure to perform according to contract procedures for delivery, including overtime pay for school employees required to work outside designated delivery times and days to receive orders.
- The vendor will be responsible for reimbursing the SFA for any meals served to students that did not meet USDA reimbursable meal standards due to the vendor’s failure to deliver products ordered by the District according to contract procedures or to provide an acceptable substitute product.
- The vendor shall be responsible for complying with all local, state, and federal laws, including applicable sections of the education code, food code, occupational safety, and health codes.
- To the fullest extent permitted by law, the vendor agrees to indemnify, defend, and hold the SFA entirely harmless from all liability arising out of workers’ compensation acts, any loss, injury to, or death of persons or damage to property, and any and all claims, actions, suits, or other proceedings relating to work under this contract

Agreement

The parties listed agree to this contract, as evidenced by their signatures below.

Vendor: TopN Catering LLC _____

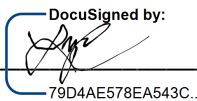
SFA: _____

Name: lynley connor _____

Name: _____

Title: CEO _____

Title: _____

Signature:  _____

Signature: _____

Date: 6/8/2023 _____

Date: _____

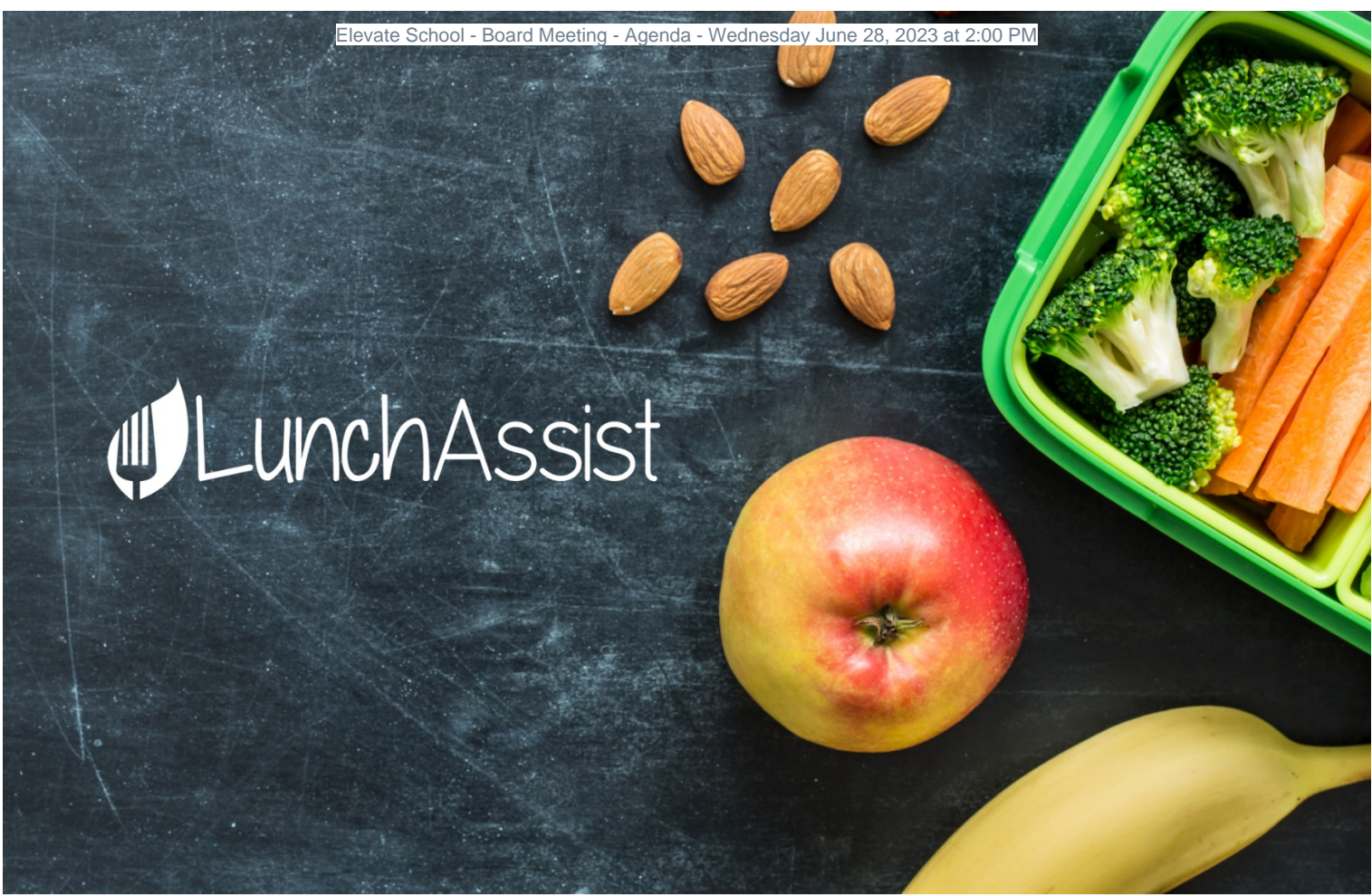
Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at

(800) 877 - 8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD - 3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632 - 9992. Submit your completed form or letter 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;
- (2) fax: (202) 690 - 7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.



Quote For **Elevate School**



LunchAssist, Inc.
 8605 Santa Monica Blvd, 52611
 West Hollywood, CA 90069
 (213) 584-7426
 www.lunchassist.org

Quote

Elevate School

Bill To

Cassandra Bahr
 2285 Murray Ridge Road
 San Diego, CA 92123

Quote #

5498981000008281428

Quote Date

May 23, 2023 03:36 PM

Quote Expiration

Jul 31, 2023

Item & Description	List Price	Qty	Amount
Consulting & Training One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist. Annual retainer for up to 60 hours.	\$ 11,100.00	1	\$ 11,100.00
LunchAssist PRO Client One year of school nutrition training through LunchAssist PRO for clients of LunchAssist.	\$ 150.00	2	\$ 300.00
Grand Total			\$ 11,400.00

Terms & Conditions

This agreement is for 1 year with a contract start date of July 1, 2023. Services will be suspended or canceled for accounts that are left unpaid unless other arrangements have been made. This contract will automatically renew in successive years unless LunchAssist is notified of the intent to cancel. Renewal invoices will be sent approximately 45 days before the annual renewal date. Fees for subsequent years will be equal to the base year cost, uplifted each year based on the CPI for Los Angeles.



AGREEMENT FOR PARTICIPATION AND SERVICES 2023-2024 OUTDOOR EDUCATION PROGRAM



THIS AGREEMENT is entered into this 3rd day of April 2023 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Elevate _____, hereinafter called the SCHOOL/DISTRCT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a “per pupil fee” ” less any applicable discounts, based on the number of SCHOOL/DISTRICT student’s actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a “per pupil fee” to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) For purposes of this agreement:
 - (a) “Pupil fee” means that per pupil amount established by the OFFICE for a school year as the cost of a pupil’s instruction, food, lodging, and support services.
 - (b) Attendance for any portion of a day shall be counted a full day in camp.
 - (c) **No refund of fees shall be made for students sent home for disciplinary reasons.**
- (4) Payments to OFFICE for all fees under this agreement shall be made as follows:

- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
- (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.
- (5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.
- (6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (8) Comply with the outdoor school schedule.
- (9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$1,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

- (10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**
- (11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**

(12) Provide services and/or accommodations as specified in the student’s IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2023** and will continue through **June 30, 2024, 2025, or 2026** based on the option chosen below.

B. **Please initial one of the options below to determine the number of years for this agreement:**

- _____ a. Option 1 – 1 Year Agreement
- _____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.
- _____ c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a \$10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2023-2024** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the “per pupil fee” when applicable:

5-day Program**	Per Student	\$345.00
4-day Program***	Per Student	\$295.00
1-day Program	Per Student	\$ 90.00

** Discounts 5-day Program

- *Equity Credit: \$80 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
- *Introductory Credit: \$10 credit per full fee student.
- *Three Year “Discount” Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.
- Two Year “Fee Lock” Contract: Locks in Base Fee and Equity Credits for two years.
- September Rates: \$335 per student. Other discounts may be combined.
- October thru December Rates: \$340 per student. Other discounts may be combined.
- *Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

- Equity Credit: \$68 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
- Introductory Credit: \$8 credit per full fee student
- Three Year “Discount” Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.
- Two Year “Fee Lock” Contract: Locks in Base Fee and Equity Credits for two years.
- September Rates: \$285 per student. Other discounts may be combined.
- October thru December Rates: \$290 per student. Other discounts may be combined.
- *Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:

- a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.
- b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the “per pupil fee” to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled
Elevate	70

Executed by the parties on the dates shown below their respective signatures.

Elevate
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Executive Director, Outdoor Education
Title

April 3, 2023
Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA: [type LEA name here]

Contract Year 2023-2024

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

 X 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:** _____**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between _____, hereinafter referred to as the local educational agency (“LEA”), : _____ [type LEA name] Sound Therapies, Inc.

(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 AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

6. **INDIVIDUAL SERVICE AGREEMENT ("ISA")**

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

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of

CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than 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 CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

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

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
 - \$3,000,000 per occurrence
 - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each

subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The 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 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 not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion,

age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

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

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to

ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

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

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, 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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education

or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. 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. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

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

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

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

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

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 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)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA

with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* 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) provide 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 storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 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. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCESNONPUBLIC 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.

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. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a 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. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 3 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Sound Therapies, Inc

Nonpublic School/Agency

LEA Name

By: *Rachel T. Zijlstra* 06/12/2023

Signature Date

By: _____

Signature Date

Rachel Tapper Zijlstra, CEO

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title
 Rachel Tapper Zijlstra, Founder & CEO
Nonpublic School/Agency/Related Service Provider

 Sound Therapies, Inc.
Address
 3327 Fernside Blvd
City State Zip
 Alameda CA 94501
Phone Fax n/a
 619-806-0119
Email
 rachel@soundtherapiesinc.com

Name and Title

LEA

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: Sound Therapies, Inc.
 The CONTRACTOR CDS NUMBER: 9900764

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: _____
- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	\$87.22/hour Bilingual Speech/Language Pathologist (SLP) \$85.61/hour Speech/Language Pathologist (SLP) \$65.14/hour Speech/Language Pathologist (SLPA)
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (no code)</u>	_____	_____



SERVICES AGREEMENT

This **SERVICES AGREEMENT** (“Agreement”), effective as of AUGUST 1st, 2023 (“Effective Date”), is by and between ELEVATE CHARTER SCHOOL, whose address is 2285 Murray Ridge Rd, San Diego, CA 92123 (the “District”), and APEX THERAPIES, INC., a California professional corporation, whose address is 4203 Genesee Ave, Suite 103-289, San Diego, CA 92117 (“Provider”). District and Provider are hereinafter referred to individually as “Party” and collectively as “Parties”.

WHEREAS, the District is in need of qualified professionals to provide occupational therapy, speech language therapy, psychological and other therapeutic services to students enrolled in the District.

WHEREAS, Provider employs occupational therapists, speech language therapists, psychologists and other therapists, who have the necessary licenses and/or certificates, qualifications, education and experience to provide the services required by the District.

WHEREAS, District desires to retain Provider, and Provider agrees, to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. SERVICES TO BE PROVIDED. Provider shall provide the special education and/or related special needs services as indicated in Schedule A, attached hereto and incorporated herein by this reference, including but not limited to, providing students enrolled in the District with special education needs direct services and treatment, performing necessary student assessments, preparing progress reporting and documentation, attending IEP meetings as necessary, and consulting with director, principals, staff, and parents as required to meet District and IDEA requirements (collectively, the “Services”).

2. COMPENSATION; PAYMENT TERMS. As full consideration for the Services, the District shall pay Provider the fees set forth in Schedule A. Unless expressly agreed by the Parties, all expenses incurred in the performance of the Services shall be paid by Provider. Provider will submit timesheets and invoices to District on or before the tenth (10th) day of each month for Services provided in the preceding month. District shall pay the amount set forth in the invoice within thirty (30) days of receipt. If District disputes any entries in the timesheet and/or invoice, District shall notify Provider of such dispute within fifteen (15) days of receipt of such timesheet and invoice and pay in full the undisputed portion. The Parties agree to negotiate in good faith the resolution of all such disputes in a timely manner. Failure to notify Provider within such time shall constitute a waiver by District of any objection thereto. Provider may charge interest of twelve percent (12%) per annum (or the maximum charge permitted by law, if less) to all outstanding past

due amounts.



- 3. DISTRICT'S RESPONSIBILITIES.** District shall be responsible for providing the following to Provider: an appropriate workspace, instructional materials (i.e., prior assessments, specific instructional programs or materials), and any necessary student information required to perform the Services.
- 4. COMPLIANCE WITH APPLICABLE LAW.** During the Term of this Agreement, the District and Provider shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations relating to the Services, including but not limited to confidentiality requirements pertaining to private personal information of either Parties' personnel, protected health information protected by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. Sections 1320d-1320d-7, 45 C.F.R., Parts 142 and 160 through 164, as amended ("HIPAA"), and students' private educational records protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"). Provider and the District shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.
- 5. INSURANCE.** During the Term of this Agreement, Provider shall maintain general and professional liability coverage of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, and workers' compensation coverage in the amounts mandated by law in the state in which the Services are performed and such other insurance coverage as Provider shall determine in its sole discretion.
- 6. TERM; TERMINATION.**
- a. **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with this Section ("**Term**"). Those provisions which expressly extend beyond the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.
 - b. **Termination.** Either Party may terminate this Agreement at any time with or without cause by giving the other Party thirty (30) days prior written notice.
- 7. RELATIONSHIP OF THE PARTIES.** The Parties acknowledge and agree that the relationship of the Parties is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability on behalf of the other Party.
- 8. MISCELLANEOUS.**
- a. **Entire Agreement; Modification.** This Agreement, and any schedules attached hereto, is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written,



oral, electronic or otherwise. No change, modification, amendment, or addition of or to this

Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties; provided that a rate increase as set forth in Schedule A shall not require an amendment signed by both Parties.

- b. **Notices.** All notices, demands, requests or other communications required under this Agreement (“Notices”) shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight delivery by a nationally recognized courier, addressed to the Party to be notified at the address indicated in the introductory paragraph or to such other address as such Party shall specify by notice hereunder.
- c. **Assignment.** Neither Party may assign, in whole or in part, this Agreement nor any of the rights or obligations of such Party hereunder without the prior written consent of the other Party.
- d. **Severability.** If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- e. **Waiver.** Except as expressly provided herein, no waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
- f. **Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, pandemics, disease or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.
- g. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this

Agreement will be brought solely in any state or federal court located in the County of San Diego, California. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.



- h. **Attorney’s Fees.** If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney’s fees and legal costs from the other Party.
- i. **Headings; Construction.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they apertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.
- j. **Survival.** Each term and provision of this Agreement that should by its context survive any termination of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.
- k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

DISTRICT:

By: _____
Name: Ryan Elliott
Title: Executive Director

PROVIDER:

APEX THERAPIES, INC.,
a California professional corporation

By: _____
Kara Trudgeon, LEP #4319, Director



SCHEDULE A

The Services shall be billed in accordance with the fee schedule set forth below.

Mark 'X' for those requested	Service	Fee	Number of Days Per Week
	Occupational Therapy (OT)	\$83/per hour	
	Certified OT Assistant (COTA)	\$62/per hour	
	Speech and Language Therapy (SLP)	\$83/per hour	
	Speech and Language Therapy Assistant (SLPA)	\$62/per hour	
	Psychological Services	\$85/per hour	
	Health and Nursing Services (RN)	\$60/per hour	
	Education Specialist Services (Credentialed Mild/Moderate Teacher)	\$70/per hour	

For purposes of this Agreement, the hourly fees set forth above are for a maximum of eight (8) hours per day and/or forty (40) hours per week.

The hourly rates set forth in this Schedule A are fixed until the first anniversary of the Effective Date, and thereafter are subject to increase by Provider upon sixty (60) days prior written notice to the District.

Provider's Initials _____ District Initials _____