



Elevate School

June Board Meeting

Date and Time

Monday June 24, 2024 at 2:00 PM PDT

Elevate Middle School Campus, Room 102
8404 Phyllis Place
San Diego, CA 92123

Teleconference Locations:
16500 Van Aken Blvd
Shaker Heights, OH 44120

1030 Maxie Place
Escondido, CA 92027

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		Chancellor Brown	1 m

	Purpose	Presenter	Time
B. Call the Meeting to Order		Chancellor Brown	1 m
C. Approve Agenda	Vote	Chancellor Brown	1 m
D. Approve Minutes from May 13 Regular Board Meeting	Approve Minutes	Chancellor Brown	1 m
E. Approve Minutes from June 17 Board Meeting	Approve Minutes	Chancellor Brown	2 m
F. Core Values and Board Meeting Protocol		Chancellor Brown	2 m
G. Proclamation of Gratitude for Elevate School Foundation founding members - K. Williams and B. Seifu Proclamation is linked here .		Cheryl Gorman	5 m
H. Non-Agenda Public Comment		Chancellor Brown	5 m
II. Agenda Items			2:18 PM
A. Executive Director Report	FYI	Ryan Elliott	15 m
B. Financial Update	FYI	Adam McWethy	15 m
C. 2024 Local Indicators Report	FYI	Ryan Elliott	10 m
D. Approve 2024-25 LCAP	Vote	Ryan Elliott	10 m
E. Approve of the 2024-25 Budget	Vote	Ryan Elliott	10 m
F. Approve 24-25 EPA Spending Plan	Vote	Ryan Elliott	2 m
G. Approve BP3002 Elevate School Investment Policy	Vote	Adam McWethy	10 m
H. Approve 24-25 Consolidated Application for Funding	Vote	Ryan Elliott	5 m
I. Approve 24-25 Declaration of Need (DON)	Vote	Ryan Elliott	5 m
J. Approve Teacher Professional Development/Workshop Rate	Vote	Ryan Elliott	5 m

	Purpose	Presenter	Time
<p>Effective July 1, teachers participating in professional development trainings/workshops will be paid at the rate of \$45.00/hour. The rate will be paid only for professional development participation outside of the employee's normal daily or hourly assignment.</p>			
K.	Approve One-Time Provision of Two Personal Days to Office Staff to be used on June 27 and 28, in consideration of early return in late July for 24-25 school year.	Vote	Ryan Elliott 5 m
L.	Approve Prop 28 Arts & Music Allocation Plan	Vote	Ryan Elliott 5 m
M.	Approve 24-25 Academic Calendar and Instructional Minutes	Vote	Ryan Elliott 2 m
<p>* Includes one revision making 5/23/25 a minimum day.</p>			
III.	Consent Agenda		3:57 PM
A.	Approve 24-25 Contracts with: Sound Therapies, CharterSafe, Apex Therapies, LunchAssist, Top Notch Catering	Vote	Ryan Elliott 5 m
IV.	Closed Session		4:02 PM
A.	Executive Director Evaluation	Discuss	Veronica Maxwell 20 m
V.	Reconvene to Open Session		4:22 PM
A.	Report Any Action Taken in Closed Session		5 m
B.	Accept resignation of board member Adam McWethy and extend appreciation for distinguished service	Vote	Chancellor Brown 5 m
VI.	Closing Items		4:32 PM
A.	Adjourn Meeting	Vote	

Coversheet

Approve Minutes from May 13 Regular Board Meeting

Section: I. Opening Items
Item: D. Approve Minutes from May 13 Regular Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for May Regular Board Meeting on May 13, 2024

APPROVED



Elevate School

Minutes

May Regular Board Meeting

Date and Time

Monday May 13, 2024 at 4:00 PM

Elevate Middle School Campus, Room 102
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, Becky Madeja, Chancellor Brown, Cheryl Gorman, Veronica Maxwell

Directors Absent

None

Guests Present

DeAnna Jones (remote), Ryan Elliott

I. Opening Items

A.

Record Attendance and Guests

B. Call the Meeting to Order

Chancellor Brown called a meeting of the board of directors of Elevate School to order on Monday May 13, 2024 at 4:00 PM.

C. Approve Agenda

Becky Madeja made a motion to approve the May Board Meeting agenda.

Adam McWethy seconded the motion.

The Board agreed to move the item, "Investment Policy Discussion" to immediately following "Non-Agenda Public Comment".

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

D. Approve Minutes from April 15 Regular Board Meeting

Becky Madeja made a motion to approve the minutes from Regular Board Meeting on 04-15-24.

Cheryl Gorman seconded the motion.

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

E. Core Values and Board Meeting Protocol

Core Values were read by aloud by Board Members.

F. Non-Agenda Public Comment

There were no public comments.

II. Agenda Items

A. Executive Director Report

- Ryan Elliott began by highlighting the ongoing activities at Elevate, including enrollment figures. The current enrollment stands at 469, with attendance rates for K-5 at 95.48% and for grades 6-8 at 94.48%. Chronic absenteeism rates have shown improvement from the previous year, with K-5 at 6.9% and grades 6-8 at 8.6%.
- He mentioned a discussion with Kirsten Grimm regarding strategies to further reduce absenteeism. Regarding enrollment for the next school year, there is a waitlist for 6th grade, and if school were to start tomorrow, 475 out of 493 spots would be filled.
- Ryan expressed appreciation for the completion of State testing, noting that it was 99% complete and thanking the community for their efforts.
- He also mentioned the successful Friends of Elevate lunch organized by the foundation, which generated positive ideas for future fundraising.

- The school recently underwent a Leader in Me Lighthouse recertification visit, receiving positive feedback.
- Additionally, Ryan discussed the insurance APA commitment, noting that while there were discussions about switching providers, the commitment with APA would remain in place for the immediate future.
- Ryan mentioned the upcoming 10th-anniversary celebration on May 30th, which will include introducing the school's mascot.
- Other updates included a volunteer appreciation lunch and ongoing work on the LCAP for the next three years, aligning it with the strategic plan.

B. Financial Update

Financial Projections:

- Projections for the next two years are challenging but subject to change.
- Potential for higher COLA or other positive changes.

Discussion Points:

- Importance of accurate budgeting and cautious forecasting.
- Questions about the increased expenses and their justification.
- Comparisons with other schools and their budget strategies.
- Potential areas for cost savings and revenue enhancement.

Action Items:

- Further analysis of after-school services and district oversight fees.
- Exploration of options to increase revenue or decrease expenses.
- Continued focus on improving student attendance to enhance funding.

C. Investment Policy Discussion

This agenda item was moved to Agenda Item A and proceeded the Executive Director's Report.

- Adam McWethy presented the topic, noting that the board had discussed the idea of optimizing their cash reserves for higher returns earlier in the school year. He and Ryan Elliot had mapped out an approach and started reaching out to financial institutions. They had a conversation with Paul and Ryan from Merrill Lynch, which is part of Bank of America, where the board banks. The aim was to consolidate accounts and explore options for a higher return while maintaining a conservative approach.
- Ryan from Merrill Lynch provided background on their firm, emphasizing their experience with nonprofits. He explained the concept of an Investment Policy Statement (IPS) as a roadmap for financial goals and strategies. While not a requirement, an IPS helps ensure alignment and provides a reference for board

members, especially new ones. It also allows for adjustments as the organization evolves.

- In their initial conversations, Adam, Ryan, and the Merrill Lynch team focused on safe, short-term, bond-like investments that could offer a better return. They highlighted a specific fund managed by BlackRock, which has a current return rate of over 5%. This fund invests in stable, secure government securities. They also discussed the need for liquidity and risk considerations.
- Discussion Points and Questions:
- ESG Considerations: Chancellor Brown asked about investments aligning with environmental, social, and governance (ESG) considerations, to which Merrill Lynch confirmed they could structure portfolios accordingly.
- Legal Requirements: Chancellor Brown inquired about any legal requirements for charter schools regarding investments, which led to a discussion about the need for further research.
- Next Steps: The board discussed the need to review the IPS, consider the investment amount, and ensure compliance with public fund regulations.
- The discussion concluded with a reminder of the board's comfort level with low-risk investments and the need for liquidity.

D. Approve Auditor Agreement for 24-25, 25-26, 26-27

Adam McWethy made a motion to Approve Auditor Agreement for 24-25, 25-26, 26-27. Chancellor Brown seconded the motion.

- Approved Auditor Agreement for fiscal years 2024-25, 2025-26, and 2026-27, including an additional Schedule R for the foundation as a supporting organization.
- Noted a significant increase in audit services costs due to enhanced federal and state oversight, resulting in higher staffing requirements. Tax preparation costs saw a moderate increase, which is consistent with current market trends.

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

E. 23-24 Board Goal Updates

- **Strategic Plan:** The finalized strategic plan was discussed. It has been shared with the community and the leadership team. Core elements and point persons were identified. Additional tools and tutorials are being developed to monitor the progress.
- **Facility Update:** The project manager reported delays due to missing original "as-built" plans, essential for architectural design work. Efforts to locate these plans are ongoing, including outreach to former architects and the city. Additional costs for architectural services and structural testing are anticipated.
- **Board Succession Planning:** Discussion on planning for board succession, including the development of welcome documents and tools for new members. The process and timeline for vetting and inviting new board applicants were outlined,

with a focus on ensuring candidates have educational leadership and financial expertise.

- **Application Process:** It was confirmed that the application deadline for board candidates is June 5th. Candidates are encouraged to attend the June 17th board meeting to gain insight into the board's work.

III. Closing Items

A. Adjourn Meeting

Veronica Maxwell made a motion to Adjourn the meeting.

Becky Madeja seconded the motion.

The board **VOTED** 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 5:34 PM.

Respectfully Submitted,
Veronica Maxwell

Coversheet

Approve Minutes from June 17 Board Meeting

Section: I. Opening Items
Item: E. Approve Minutes from June 17 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for June Board Meeting on June 17, 2024

APPROVED



Elevate School

Minutes

June Board Meeting

Date and Time

Monday June 17, 2024 at 3:00 PM

Elevate Middle School Campus, Room 102
8404 Phyllis Place
San Diego, CA 92123

Teleconference Locations:

11922 Bernardo Plaza Dr
San Diego, CA 92128

6401 Linda Vista Rd
San Diego, CA 92111

8967 Hightail Drive
Santee, CA 92071

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Directors Present

Adam McWethy (remote), Becky Madeja (remote), Chancellor Brown, Veronica Maxwell

Directors Absent

Cheryl Gorman

Guests Present

Ryan Elliott

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Chancellor Brown called a meeting of the board of directors of Elevate School to order on Monday Jun 17, 2024 at 3:00 PM.

C. Approve Agenda

Adam McWethy made a motion to Approve the June 17 Board Meeting agenda.
Veronica Maxwell seconded the motion.
The board **VOTED** to approve the motion.

D. Core Values and Board Meeting Protocol

The Board decided to forgo the reading of the Core Values.

E. Non-Agenda Public Comment

There were no non-agenda public comments.

II. Agenda Items

A. 2024-2025 LCAP Public Hearing

The 2024- 2025 LCAP was shared with the Board. Veronica Maxwell provided feedback using SDCOE LCAP review tools. Ryan Elliot said he would discuss the feedback with the LCAP consultant. All Board members had an opportunity to ask clarifying questions.

III. Closing Items

A. Adjourn Meeting

Becky Madeja made a motion to adjourn the meeting.
Chancellor Brown seconded the motion.
The board **VOTED** 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 3:52 PM.

Respectfully Submitted,
Veronica Maxwell

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: B. Financial Update
Purpose: FYI
Submitted by:
Related Material: EE School May 24 Financial Packet.pdf

ELEVATE SCHOOL - Financial Dashboard (May 2024)

1 Key Performance Indicators

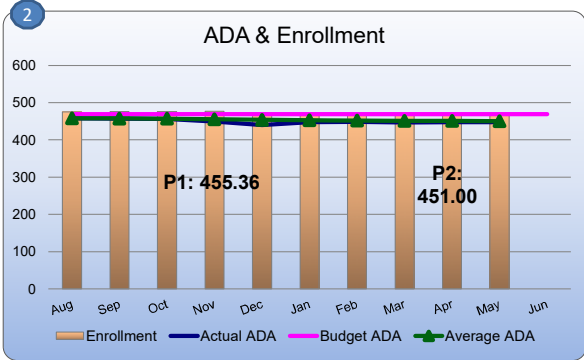
ADA vs. Budget ● Cash on Hand ●
 Net Income / (Loss) ● Year-End Cash ●

KEY POINTS

Upcoming Reporting/Events:

Governor Newsom released his 2024-25 budget proposal this morning, estimating a relatively small \$37.9 billion budget shortfall and proposing a largely status quo budget for K-12 schools. The Governor's Budget represents a much rosier scenario than most had anticipated after the Office of the Legislative Analyst (LAO) issued a grim, \$68 billion budget shortfall estimate in December and warned of the potential for significant ongoing risks.

He proposes a mix of cuts, deferrals, and dipping into budget reserves to address the gap. This includes tapping \$5.7 billion from the education-specific Public School Stabilization Account, a budget reserve specifically for K-12 schools and community colleges, to maintain spending for K-14 education. He did not declare a budget emergency, a technical step that could have opened the door to other options, including tapping deeper into reserves.



3 Average Daily Attendance Analysis

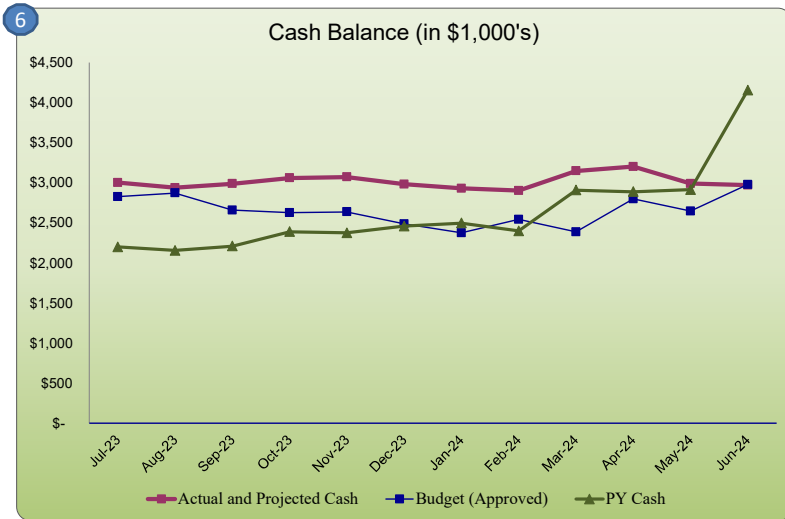
Category	P-1	Actual P2	Budgeted P2	Better/ (Worse)	Prior Year P2
Enrollment	470	470	488	(18)	459
ADA %	95.6%	95.3%	96.2%	-0.9%	95.0%
ADA	455.36	451.00	469.50	(18.50)	437.82

4 LCF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	49.2%	47.0%	-2.2%	38.2%
3-Year Average %	44.3%	43.4%	-0.8%	41.1%
District UPP C. Grant Cap	58.5%	58.5%	0.0%	58.5%

5 INCOME STATEMENT

As a % of Revenue	Forecast		VS. Budget		FY 23-24 YTD		Historical	
	As of 05/31/24	FY 23-24 Budget	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 22-23	FY 21-22
Local Control Funding Formula	5,110,536	5,366,364	(255,828)	4,449,971	4,908,676	(458,705)	4,601,574	3,762,827
Federal Revenue	1,030,413	860,527	169,886	772,826	608,219	164,607	1,232,637	934,496
State Revenue	666,634	728,589	(61,954)	654,745	451,574	203,171	532,089	450,739
Other Local Revenue	517,719	441,620	76,099	287,855	375,083	(87,228)	379,563	245,463
Grants/Fundraising	112,260	112,260	-	26,970	3,774	23,195.64	71,159	117,904
TOTAL REVENUE	7,437,563	7,509,360	(71,798)	6,192,368	6,347,327	(154,960)	6,817,021	5,511,428
<i>Total per ADA</i>	<i>16,491</i>	<i>15,994</i>	<i>497</i>				<i>15,570</i>	<i>14,047</i>
Certificated Salaries	3,120,122	3,228,477	108,355	2,836,574	2,926,746	90,172	2,858,842	2,268,347
Classified Salaries	959,975	949,038	(10,937)	878,340	862,822	(15,518)	836,563	675,155
Benefits	1,165,305	1,245,252	79,946	1,108,837	1,138,098	29,261	1,038,360	831,976
<i>Total Payroll Expenses \$ 5,245,402</i>	<i>71%</i>							
Student Supplies	433,809	417,325	(16,484)	394,352	382,149	(12,203)	493,487	410,742
Operating Expenses	1,687,854	1,559,079	(128,775)	1,457,280	1,432,667	(24,613)	1,539,633	1,162,128
Other	47,793	45,523	(2,271)	43,811	41,767	(2,044)	45,491	28,363
<i>Total Other Operating Expenses \$ 2,169,457</i>	<i>29%</i>							
TOTAL EXPENSES	7,414,859	7,444,694	29,835	6,719,194	6,784,249	65,055	6,812,376	5,376,712
NET INCOME / (LOSS)	22,704	64,667	(41,963)	(526,827)	(436,921)	(89,905)	4,646	134,716
OPERATING INCOME	70,497	110,189	(39,692)	(483,015)	(353,387)	(129,628)	66,136	163,079



7 Balance Sheet

Balance Sheet	6/30/2023	4/30/2024	5/31/2024	6/30/2024 FC
Assets				
Cash, Operating	1,856,485	2,184,201	1,973,326	1,858,079
Cash, Restricted	1,021,856	1,017,356	1,017,356	1,112,229
Accounts Receivable	842,436	162,315	162,315	873,454
Due From Others	(0)	640	640	640
Other Assets	611,893	527,142	532,469	731,548
Net Fixed Assets	119,383	87,646	83,663	79,681
Total Assets	4,452,054	3,979,301	3,769,770	4,655,630
Liabilities				
A/P & Payroll	185,454	168,948	147,639	210,395
Due to Others	115,853	50,934	50,669	50,669
Deferred Revenue	1,038,860	986,406	986,402	1,259,976
Other Liabilities	510,756	510,756	510,756	510,756
Total Liabilities	1,850,923	1,717,044	1,695,466	2,031,795
Equity				
Beginning Fund Bal.	2,580,485	2,601,131	2,601,131	2,601,131
Net Income/(Loss)	20,646	(338,874)	(526,827)	22,704
Total Equity	2,601,131	2,262,257	2,074,304	2,623,835
Total Liabilities & Equity	4,452,054	3,979,301	3,769,770	4,655,630
Days Cash on Hand	100	108	98	92
Cash Reserve %	27.4%	29.6%	26.8%	25.2%

Year-End Cash Balance

Projected	Budget	Variance
2,970,308	2,977,495	(7,188)

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Actuals as of 5/31/2024		FORECAST	Budget Variance		
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Accrual	Jul-23 - Jun-24	Better / (Worse)	% Better / (Worse)	
Income																	
8011-8098 · Local Control Funding Formula Sources																	
8011 Local Control Funding Formula	62,804	62,804	113,047	113,047	113,047	113,047	113,047	56,485	56,485	56,485	56,485	15,595	379,574	1,311,952	(159,380)	-11%	
8012 Education Protection Account	-	-	21,891	-	-	21,891	-	-	24,504	-	-	-	21,914	90,200	(3,700)	-4%	
8019 Local Control Funding Formula - Prior Year	-	(147)	-	(147)	294	-	(25,888)	(3,799)	(3,775)	(3,799)	-	-	-	(37,261)	(37,261)	100%	
8096 In Lieu of Property Taxes	218,171	-	436,342	290,895	290,895	290,895	290,895	290,895	673,495	336,748	336,748	227,612	62,054	3,745,645	(55,488)	-1%	
8098 In Lieu of Property Taxes, Prior Year	-	-	-	-	-	-	25,967	-	20,217	-	-	-	(46,184)	-	-	-	
Total 8011-8098 · Local Control Funding Formula Sources	62,804	280,828	571,280	403,795	404,236	425,833	404,021	343,581	770,926	389,434	393,233	243,207	417,358	5,110,536	(255,828)	-5%	
8100-8299 · Federal Revenue																	
8181 Special Education - Federal (IDEA)	-	-	-	-	-	-	-	-	-	-	-	-	74,110	74,110	16,485	29%	
8221 Child Nutrition - Federal	-	17,647	-	-	1,502	11,525	-	8,211	6,141	-	16,278	\$45,972	30,885	138,162	(12,332)	-8%	
8291 Title I	-	-	-	-	-	-	23,481	-	-	24,277	-	-	7,755	55,513	(8,152)	-13%	
8292 Title II	-	-	-	-	-	-	-	2,350	-	2,350	-	4,705	5	9,409	(1,722)	-15%	
8295 Title IV, SSAFE	-	-	-	-	-	-	2,500	-	-	-	-	-	7,500	10,000	-	-	
8296 Title IV, PCSGP	-	-	-	-	-	-	30,765	-	-	-	16,805	26,023	-	73,593	68,593	1372%	
8299 All Other Federal Revenue	-	-	91,822	175,870	65,684	-	14,044	126,431	796	122,632	11,715	139,903	(79,271)	669,626	107,014	19%	
Total 8100-8299 · Other Federal Income	-	17,647	91,822	175,870	67,186	11,525	70,790	136,992	6,937	166,064	27,993	216,603	40,984	1,030,413	169,886	20%	
8300-8599 · Other State Revenue																	
8520 Child Nutrition - State	-	-	-	-	28,989	22,424	-	28,291	21,784	-	-	\$3,961	(11,864)	93,585	27	0%	
8550 Mandate Block Grant	-	-	-	-	8,650	-	-	-	-	-	-	-	40	8,690	-	-	
8560 Lottery Revenue	-	-	-	-	-	-	-	-	-	-	-	-	17,971	117,177	5,906	5%	
8592 State Mental Health	1,771	1,771	3,188	3,188	3,188	3,188	3,188	3,363	3,363	3,363	3,363	2,688	(195)	35,427	9,324	36%	
8595 Expanded Learning Opportunity Program	13,112	13,112	23,602	23,602	23,602	23,602	23,602	23,610	23,610	23,610	23,610	14,625	(90,799)	162,500	73,490	83%	
8596 Prop 28 Arts & Music	-	-	-	-	-	-	-	12,651	12,651	12,651	12,651	12,651	-	63,255	(4,701)	-7%	
8599 State Revenue - Other	-	-	-	121,394	-	-	-	1,794	-	-	-	78,200	(15,388)	186,000	(146,000)	-44%	
Total 8300-8599 · Other State Income	14,883	14,883	26,790	156,626	64,429	49,214	81,728	69,709	97,234	39,624	39,624	112,125	(100,236)	666,634	(61,954)	-9%	
8600-8799 · Other Local Revenue																	
8660 Interest & Dividend Income	-	-	12,574	3,249	-	15,611	8,219	-	15,548	8,416	-	15,405	12,977	92,000	57,000	163%	
8695 Contributions & Events	-	-	-	-	-	1,726	901	900	230	-	-	84,071	17,922	105,750	-	-	
8696 Other Fundraising	-	-	-	-	-	123	70	50	297	1,010	763	3,371	826	6,510	-	-	
8699 All Other Local Revenue	-	-	-	-	-	15	-	-	-	-	-	21,615	0	21,630	-	-	
8792 Transfers of Apportionments - Special Education	-	-	-	-	86,265	33,756	-	67,511	36,691	-	-	102,260	77,606	404,089	19,099	5%	
Total 8600-8799 · Other Income-Local	-	-	12,574	3,249	86,265	51,230	9,190	89,361	52,766	9,426	763	226,722	88,431	629,979	76,099	14%	
Prior Year Adjustments																	
8999 Other Prior Year Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL INCOME	77,687	313,358	702,466	739,540	622,117	537,802	565,729	639,644	927,864	604,548	461,613	798,658	446,537	7,437,563	(71,798)	-1%	
Expense																	
Total 1000 · Certificated Salaries	40,272	173,671	294,220	299,112	305,423	288,553	284,856	287,181	289,205	283,082	290,999	283,548	-	3,120,122	108,355	3%	
Total 2000 · Classified Salaries	22,023	58,995	89,967	93,740	76,266	71,780	79,810	100,099	97,231	93,135	95,293	81,635	-	959,975	(10,937)	-1%	
3000 · Employee Benefits																	
3111 STRS - State Teachers Retirement System	7,692	32,631	54,551	51,227	57,566	54,460	52,028	53,100	52,435	51,473	51,800	44,705	-	563,667	52,972	9%	
3311 OASDI - Social Security	1,290	3,438	5,401	5,139	4,224	3,971	4,974	6,150	6,177	5,861	6,403	5,061	-	58,088	753	1%	
3331 MED - Medicare	886	3,338	5,488	5,565	5,418	5,127	5,197	5,527	5,515	5,367	5,514	5,295	-	58,238	2,335	4%	
3401 H&W - Health & Welfare	48,930	72,665	14,385	52,420	20,161	31,511	39,984	27,795	37,169	37,149	41,752	-	-	423,922	20,861	5%	
3501 SUI - State Unemployment Insurance	31	115	189	192	187	177	179	191	190	185	190	183	-	2,008	81	4%	
3601 Workers' Compensation Insurance	-	15,872	11,018	3,968	3,968	3,968	3,968	3,968	3,968	3,968	3,968	-	-	54,666	(6,576)	-14%	
3901 Other Retirement Benefits	-	341	352	374	339	326	333	358	353	348	367	1,225	-	4,715	9,520	67%	
3902 Other Benefits	-	3,403	-	(3,403)	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 3000 · Employee Benefits	58,828	131,804	91,385	115,481	91,863	99,539	106,663	97,089	105,807	104,351	106,028	56,468	-	1,165,305	79,946	6%	
4000 · Supplies																	
4111 Core Curricula Materials	-	14,488	651	-	24,675	10,300	-	366	4,071	-	573	714	-	55,837	13,550	20%	
4211 Books & Other Reference Materials	-	4,716	647	1,423	935	1,209	537	297	1,142	304	-	1,151	-	12,359	(3,222)	-35%	
4311 Student Materials	479	16,583	11,050	3,693	3,355	2,944	226	2,207	9,878	2,897	2,491	988	-	56,792	2,000	3%	
4351 Office Supplies	218	4,011	4,019	3,486	2,499	2,121	1,906	2,382	2,209	2,187	1,723	1,045	-	27,806	3,633	12%	
4371 Custodial Supplies	217	151	2,084	1,246	472	1,657	1,514	2,086	1,041	1,512	996	1,796	-	14,772	(924)	-7%	
4391 Food (Non Nutrition Program)	94	139	5,017	1,079	1,630	806	2,329	758	2,399	1,868	1,512	658	-	18,287	(5,289)	-41%	
4392 Uniforms	-	-	-	1,558	5,175	3,589	-	-	48	4,629	6,835	2	-	21,838	(6,310)	-41%	
4393 PE & Sports Equipment	-	-	1,250	2,683	-	-	176	431	-	177	136	1,206	-	6,058	(1,946)	-47%	
4399 All Other Supplies	28	1,016	2,151	1,978	(135)	645	1,038	537	679	282	2,890	45	-	11,154	9,500	46%	
4390 Other Supplies	-	-	-	-	-	-	-	-	-	-	-	2,195	-	58,837	(5,545)	-10%	

	Actuals as of											5/31/2024		FORECAST	Budget Variance	
	Actual Jul-23	Actual Aug-23	Actual Sep-23	Actual Oct-23	Actual Nov-23	Actual Dec-23	Actual Jan-24	Actual Feb-24	Actual Mar-24	Actual Apr-24	Actual May-24	Actual Jun-24	Accrual		Jul-23 - Jun-24	Better / (Worse)
4411 Non Capitalized Equipment	2,747	9,775	1,754	645	871	4,114	108	4,532	3,754	865	656	10,499		40,318	-	
4711 Nutrition Program Food & Supplies	-	334	7,169	21,130	22,779	17,567	12,137	21,660	20,080	23,163	-	\$9,689	11,381	167,088	(25,978)	-18%
Total 4000 · Supplies	3,784	51,213	35,792	38,920	63,286	44,951	19,970	35,255	45,300	38,071	17,811	28,076	11,381	433,809	(16,484)	-4%
5000 · Operating Services																
5211 Travel & Conferences	-	250	197	255	161	-	3,745	1,499	296	(514)	176	4,292		10,357	(1,541)	-17%
5311 Dues & Memberships	9,171	8,916	180	-	(886)	-	3,600	-	-	-	119	1,948		23,047	(7,178)	-45%
5451 General Insurance	-	-	-	-	-	-	-	-	-	-	-	40,000		40,000	-	
5511 Utilities	-	2,043	-	(2,746)	-	2,652	-	3,282	-	-	-	10,624		15,855	3,342	17%
5531 Housekeeping Services	6,099	5,365	3,120	4,150	4,120	3,737	6,695	3,497	5,058	4,295	3,466	5,177		54,778	(1,273)	-2%
5599 Other Facility Operations & Utilities	-	108	108	(43)	1,647	108	1,815	600	199	402	1,518	3,293		9,754	2,657	21%
5619 Other Facility Rentals	82,279	92,732	44,733	45,678	44,935	43,725	46,002	44,901	45,511	44,801	50,163	1,481		586,940	(40,000)	-7%
5621 Equipment Lease	766	2,633	3,524	2,236	854	5,397	1,962	2,582	2,835	4,846	1,051	4,314		33,000	(10,000)	-43%
5631 Vendor Repairs	992	851	-	-	-	-	-	493	-	-	2,069	212		4,617	(210)	-5%
5812 Field Trips & Pupil Transportation	-	(360)	-	-	5,954	6,567	1,613	4,069	22,940	-	1,089	129		42,000	3,000	7%
5821 Legal	-	1,733	120	143	-	-	-	1,286	-	1,010	1,085	3,623		9,000	16,000	64%
5823 Audit	-	-	-	4,212	-	-	2,106	2,106	-	-	1,500	5,811		15,735	3	0%
5831 Advertisement & Recruitment	-	-	1,363	-	2,635	-	-	-	-	5,625	-	2,818		12,442	(5,460)	-78%
5842 Special Education Services	-	2,452	16,102	21,400	25,399	25,767	7,534	32,339	18,569	33,739	11,764	29,936		225,000	(65,000)	-41%
5843 Non Public School	-	-	-	-	-	-	-	-	-	-	-	10,000		10,000	5,000	33%
5844 After School Services	-	1,800	9,625	2,697	3,571	-	23,660	2,606	10,574	9,879	23,871	16,718		105,000	(15,990)	-18%
5849 Other Student Instructional Services	-	500	8,590	(390)	3,000	2,000	4,000	3,000	5,000	-	-	2,300		28,000	12,000	30%
5852 PD Consultants & Tuition	2,700	2,700	-	4,275	11,838	(2,700)	-	2,000	1,500	1,500	-	1,187		25,000	25,000	50%
5854 Nursing & Medical (Non-IEP)	-	-	-	94	-	-	-	-	-	-	114	292		500	(500)	100%
5859 All Other Consultants & Services	13,400	24,463	24,800	-	58,378	23,108	12,861	250	18,520	17,147	28,425	3,004		224,354	(43,554)	-24%
5861 Non Instructional Software	12,576	13,343	5,723	366	744	1,332	186	5,103	181	729	1,024	2,745		44,051	5,949	12%
5865 Fundraising Cost	-	-	72	-	-	-	-	-	-	-	-	2,178		2,250	3,500	61%
5871 District Oversight Fees	-	-	-	-	-	6,958	6,958	6,958	6,958	6,958	6,958	34,731		76,478	(22,814)	-43%
5872 Special Education Fees (SELPA)	-	-	-	-	767	986	-	986	536	-	-	2,099	8,972	14,346	(1,068)	-8%
5899 All Other Expenses	197	240	2,278	104	(681)	842	847	787	806	673	781	698		7,573	2,788	27%
5911 Office Phone	1,768	-	2,512	1,349	1,321	-	1,321	2,644	1,332	-	-	3,798		16,045	4,857	23%
5921 Internet	-	-	6,148	3,248	3,074	3,078	-	6,260	-	-	-	26,193		48,000	-	
5923 Website Hosting	-	-	16	-	-	-	55	-	-	-	-	2,054		2,125	2,000	48%
5931 Postage & Shipping	-	97	337	121	229	42	44	112	152	17	74	124		1,347	(194)	-17%
5999 Other Communications	-	12	132	12	12	12	12	12	12	12	12	18		258	(89)	-52%
Total 5000 · Operating Services	129,947	159,878	129,681	87,159	167,071	123,611	125,016	127,371	140,977	131,118	135,451	221,602	8,972	1,687,854	(128,775)	-8%
6000 · Capital Outlay																
6901 Depreciation Expense	3,856	3,856	3,856	3,856	4,366	4,008	4,008	4,008	4,008	4,008	3,983	3,982		47,793	(2,271)	-5%
6911 Amortization Expense - Lease Assets	-	-	-	-	-	-	-	-	-	-	-	-		-	-	
Total 6000 · Capital Outlay	3,856	3,856	3,856	3,856	4,366	4,008	4,008	4,008	4,008	4,008	3,983	3,982		47,793	(2,271)	-5%
7000 · Other Outgo																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-		-	-	
Total 7000 · Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-		-	-	
TOTAL EXPENSE	258,710	579,417	644,900	638,267	708,273	632,443	620,322	651,004	682,528	653,764	649,565	675,311	20,353	7,414,859	29,835	0%
NET INCOME	(181,023)	(266,058)	57,566	101,273	(86,157)	(94,641)	(54,594)	(11,360)	245,337	(49,216)	(187,953)	123,346	426,184	22,704	(41,963)	-65%
Operating Income														70,497		
EBITDA														70,497		
Beginning Cash Balance	2,878,342	3,003,481	2,940,288	2,989,314	3,061,113	3,072,903	2,984,576	2,932,824	2,903,284	3,149,247	3,201,558	2,990,682	2,970,308	2,878,342	32,276	
Cash Flow from Operating Activities																
Net Income	(181,023)	(266,058)	57,566	101,273	(86,157)	(94,641)	(54,594)	(11,360)	245,337	(49,216)	(187,953)	123,346	426,184	22,704	(41,963)	
Change in Accounts Receivable																
Prior Year Accounts Receivable	409,654	62,328	27,283	24,041	955	57,229	25,880	600	-	72,151	-	-		680,120	(69,023)	
Current Year Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	(711,139)	(711,139)	(528,238)	
Change in Due from	(13,239)	(30,120)	-	26,479	16,631	(640)	250	-	-	-	-	-		(640)	(640)	
Change in Accounts Payable	(17,665)	40,497	(57,992)	(30,495)	81,792	(36,909)	4,826	(24,690)	170	32,992	(23,385)	51,375	11,381	31,899	40,500	
Change in Due to	(147)	(7,331)	(9,785)	(6,865)	(904)	(12,868)	(26,224)	(265)	(265)	(265)	(265)	-		(65,184)	224,110	
Change in Accrued Vacation	-	-	-	-	-	-	-	-	-	-	-	-		-	-	
Change in Payroll Liabilities	(73,604)	41,895	30,272	3,914	(833)	(4,507)	(4,818)	2,168	(287)	(3,234)	2,075	-		(6,958)	(6,958)	
Change in Prepaid Expenditures	(2,690)	96,740	(2,173)	-	-	-	-	-	-	(4,125)	(5,328)	(199,078)		(116,654)	40,452	
Change in Deposits	-	-	-	-	-	-	-	-	(3,000)	-	-	-		(3,000)	(3,000)	

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Actuals as of	5/31/2024	FORECAST	Budget Variance	
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Accrual	Jul-23 - Jun-24	Better / (Worse)	% Better / (Worse)
Change in Deferred Revenue	-	-	-	(50,405)	(2,049)	-	-	-	-	-	(4)		273,574	221,115	221,115	
Change in Other Long Term Assets	-	-	-	-	-	-	-	-	-	-	-			-	-	
Change in Other Long Term Liabilities	-	-	-	-	-	-	-	-	-	-	-			-	-	
Depreciation Expense	3,856	3,856	3,856	3,856	4,366	4,008	4,008	4,008	4,008	4,008	3,983	3,982		47,793	2,271	
Cash Flow from Investing Activities	-	-	-	-	-	-	-	-	-	-	-			-	-	
Capital Expenditures	-	(5,000)	-	-	(2,010)	-	(1,080)	-	-	-	-			(8,090)	81,910	
Cash Flow from Financing Activities	-	-	-	-	-	-	-	-	-	-	-			-	-	
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-			-	-	
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-			-	-	
Source - Loans	-	-	-	-	-	-	-	-	-	-	-			-	-	
Use - Loans	-	-	-	-	-	-	-	-	-	-	-			-	-	
Ending Cash Balance	3,003,481	2,940,288	2,989,314	3,061,113	3,072,903	2,984,576	2,932,824	2,903,284	3,149,247	3,201,558	2,990,682	2,970,308	2,970,308	2,970,308	(7,188)	



Elevate School Financial Analysis May 31, 2024

Net Income

Elevate School is projected to have a net income of \$22,704 in the Fiscal Year 2023-24. This is \$41,963 less than the current board-approved budget.

Balance Sheet

As of May 31, 2024, the school's operating cash balance was \$1,973,326, with an additional amount of \$1,017,356 reserved for Economic Uncertainty. At the end of the year, the school's reserve balance will increase to \$1,112,229.

As of May 31, 2024, the Accounts Receivable balance was \$873,454.

As of May 31, 2024, the Accounts Payable balance, including payroll liabilities, totaled \$210,395. The balance consists of \$35,202 for current payables, \$79,889 for current payroll liabilities, and \$32,547 for accrued payroll vacation.

Income Statement

Revenue

Total revenue for Fiscal Year 2023-24 is projected to be \$7,437,563, which is \$71,798 less than the board-approved budget.

- LCFF is projected to be \$255,828 unfavorable based on a 470 enrollment and 95.3% ADA, resulting in a 451.00 ADA.
- Federal Revenue is projected to be \$169,886 favorable due to an increase in PCSGP allocation and additional Impact Aid revenue.
- Other State Revenue is projected to be \$61,954 unfavorable due to a reduction in Learning Recovery BG revenue.
- Other Local Revenue is projected to be \$76,099 favorable due to an increase in State SPED Revenue and Interest Income.

Expenses

Total expenses for the year are projected to be \$7,414,859. This is \$29,835 more than the budgeted amount.

- Certificated Salaries are projected to be \$108,355 less than the budgeted amount due primarily to an adjustment to the FTE for staff members.
- Operating Expenses are projected to be \$128,775 more than the budgeted amount due primarily to higher expenses in Special Education Services, All Other Consultants & Services, and District Oversight Fees.

**Elevate School
Check Register
From 05/01/2024 to 05/31/2024**

Check #	Vendor Name	Date	Description	Amount
1473M		5/10/2024	05/24 - PAYROLL	1,386.74
1474M	TONY LAW	5/10/2024	04/24 - CUSTODIAL SERVICES	283.50
2405020-1019M	HEALTH NET OF CALIFORNIA, INC	5/2/2024	06/24 - HEALTH PREMIUM	17,923.20
2405060-1019M	BUSINESS CARD	5/6/2024	04/07/24-05/06/24 - CREDIT CARD PURCHASES	9,870.56
2405160-1019M	MUTUAL OF OMAHA INSURANCE COMPANY	5/16/2024	06/24 - HEALTH PREMIUM	5,284.49
2405200-1019M	ASSURITY LIFE INSURANCE COMPANY	5/20/2024	05/24 - HEALTH PREMIUM	2,351.79
2405210-1019M	CHOICE BUILDER ADMINISTRATORS	5/21/2024	06/24 - HEALTH PREMIUM	4,254.61
2405230-1019M	KAISER FOUNDATION HEALTH PLAN INC	5/23/2024	06/24 - HEALTH PREMIUM	16,039.81
A016679	YOUNG, MINNEY & CORR, LLP	5/3/2024	03/24 - LEGAL SERVICES	1,010.00
A016680	ODP BUSINESS SOLUTIONS LLC	5/3/2024	BILLING ID 21789550 INV 364081556001	891.43
A016681	JEREMIAH GIRARD	5/3/2024	04/14/24-04/26/24 - MAINTENANCE & CUSTODIAL SERVICES	1,183.00
A016682	OPEN WORKS	5/3/2024	04/24 - JANITORIAL SERVICES AT TS CAMPUS	2,734.00
A016683	CASSANDRA BAHR	5/3/2024	PF CHANG - CCSA CONFERENCE DINNER	51.12
A016823	OPEN WORKS	5/9/2024	05/24 - JANITORIAL SERVICES AT TS CAMPUS	2,734.00
A016974	ODP BUSINESS SOLUTIONS LLC	5/16/2024	COPY PAPER, MARKERS, COLOR PAPER, MANILA FOLDER	1,129.05
A016975	JEREMIAH GIRARD	5/16/2024	04/27/24-05/10/24 - MAINTENANCE & CUSTODIAL SERVICES	448.00
A016976	YOUNG, MINNEY & CORR, LLP	5/16/2024	04/24 - LEGAL SERVICES	1,085.33
A016977	DBA CITY VIEW CHURCH	5/16/2024	FACILITY RENTAL - TALENT SHOW	800.00
A017133	DBA CITY VIEW CHURCH	5/24/2024	06/24 - OFFICE SPACE & MS CAMPUS RENTAL	21,595.00
A017134	EXED	5/24/2024	04/24 - MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT SERV	11,466.37
A017135	ODP BUSINESS SOLUTIONS LLC	5/24/2024	OFFICE SUPPLIES	601.67
E014973	CINTAS	5/3/2024	MICROFIBER TOWELS, SIG SANTS, SANITIZER FOR TS CAMPUS	438.71
E014974	EDLIO, LLC COLLECTIONS	5/3/2024	07/01/24-06/30/25 - WEBSITE CONTENT MANAGEMENT SYSTEM	4,125.00
E014975	SHARP ELECTRONICS CORPORATION	5/3/2024	12/08/23-03/08/24 - COPIER LEASE MS CAMPUS	2,676.90
E015067	RAPTOR TECHNOLOGIES, LLC	5/9/2024	07/01/24-06/30/25 - RAPTOR VISITOR ACCESS FEE	832.50
E015159	SPECIALIZED THERAPY SERVICES, INC	5/16/2024	03/24 - APE & NURSING SERVICES	7,763.75
E015160	CINTAS	5/16/2024	SIG SANTS, MICROFIBER TOWELS, SANITIZER, ETC FOR SM CAMPUS	224.04
E015281	CINTAS	5/24/2024	MICROFIBER TOWELS, SIG SANTS, SANITIZER FOR TS CAMPUS	458.04
P053210	FAITH COMMUNITY CHURCH	5/3/2024	3/21 & 3/28 - ROOM RENTAL	175.00
P053211	SHARP ELECTRONICS CORPORATION	5/3/2024	03/26/24-04/26/24 - COPIER LEASE TS & SM CAMPUS	1,141.22
P053212	REDBEAK CREATIVE LLC	5/3/2024	04/25/24 - VIDEO PRODUCTION - LEADERSHIP DAY	5,625.00
P053213	ARIANNA MARRIOTTI	5/3/2024	LOGO SPORTS - SOCCER JERSEYS	177.46
P053214	CAMILLE KLEPACZ	5/3/2024	DOLLAR TREE - TRIFOLDS & POSTERS	35.02
P053215	KCE CHAMPIONS LLC	5/3/2024	02/05/24-03/01/24 - AFTER SCHOOL TUITION	9,878.65
P053216	KARINNE CAISSE	5/3/2024	BOOKSOURCE.COM - BOOKS FOR 7TH GRADE LIBRARY	304.28
P053217	INNOVATIVE IMPRINTS LLC	5/3/2024	CAASPP TESTING T-SHIRTS	4,628.97
P053218	DANIELLE ALDEN	5/3/2024	FIVE BELOW - POWER HOUR PRIZES	396.94
P053219	DEPENDABLE PLUMBING HEATING & AIR CONDITIONING	5/3/2024	04/29/24 - INSTALLED/REMOVE BROKEN TOILET - MS CAMPUS	995.84
P053220	SARAH URIBE	5/3/2024	OFFICE DEPOT - 20 LARGE ARTWORK FOR FUTURE USE	259.10
P053221	SARA KAZMIERSKI	5/3/2024	SDCOE - PASC TUITION	1,500.00
P053222	CHARTER TECH SERVICES	5/3/2024	05/24 - MONTHLY TECH SERVICE	5,500.00
P053582	CHARTER TECH SERVICES	5/9/2024	04/24 - MONTHLY TECH SERVICE	5,502.20
P053583	AZTEC LEASING, INC (SMX6071)	5/9/2024	04/10/24-05/09/24 - COPIER LEASE	261.84
P053584	AZTEC LEASING, INC	5/9/2024	04/27/24-05/26/24 - COPIER LEASE	765.94
P053585	DANIELLE ALDEN	5/9/2024	BVPNT - 2 YR LVN LICENSE RENEWAL	305.00
P053586	APEX THERAPIES, INC	5/9/2024	03/24 - OCCUPATIONAL THERAPY SERVICES	6,208.00
P053915	CALIFORNIA DEPARTMENT OF EDUCATION	5/16/2024	9/23 - TITLE I PART A BASIC GRANTS FF	4.00
P053916	IDENTITY THEFT GUARD SOLUTIONS, INC	5/16/2024	04/24 - IDENTITY THEFT PROTECTION	488.05
P053917	OMAS PUMPKIN PATCH	5/16/2024	ELEVATE SCHOOL 5/8 FIELD TRIP	897.00
P053918	FAITH COMMUNITY CHURCH	5/16/2024	04/24 - ROOM RENTALS	837.50
P053919	DEPENDABLE PLUMBING HEATING & AIR CONDITIONING	5/16/2024	05/03/24 - REMOUNT SINK - MS CAMPUS	749.66
P054294	KCE CHAMPIONS LLC	5/24/2024	04/01/24-05/03/24 - AFTER SCHOOL TUITION	23,870.55
P054295	FAITH COMMUNITY CHURCH	5/24/2024	06/24 - RENT & CREDIT	24,453.34
P054296	RYAN ELLIOTT	5/24/2024	ACE PARKING - PARKING VOUCHER, CHIPOTLE - MEAL, MILEAGE	176.44
P054297	APEX THERAPIES, INC	5/24/2024	04/24 - OCCUPATIONAL THERAPY SERVICES	5,308.00
P054298	CHARTER TECH SERVICES	5/24/2024	04/24 - VISION PLAN 2	2.20
P054299	THE UNIFORM STORE	5/24/2024	UNIFORM POLOS	468.72
Total				220,558.53

Coversheet

2024 Local Indicators Report

Section: II. Agenda Items
Item: C. 2024 Local Indicators Report
Purpose: FYI
Submitted by:
Related Material: 2024 ELEVATE Local Indicators Report.pdf



ELEVATE SCHOOL

2024 Local Indicators

Self-Reflection

Tools

Presented to the Governing Board

June 2024

Local Indicator Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

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

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

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- **The LEA's Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.**
- **The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: 0**
- **The number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies): 0**

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
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
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)

Introduction

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.	5
3. Rate the LEA’s progress in supporting staff to learn about each family’s strengths, cultures, languages, and goals for their children.	5
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 has created a welcoming environment where all families are welcome and encouraged to be involved in their child’s school experience. We encourage parent participation through Classroom Community Builders, Coffees and Desserts with the Directors, conferences in all grades, Military Coffees and many other opportunities. This

year we increased the number of evening family activities, which was in response to families indicating a desire to do that. These events were well attended and had high participation from all demographic groups.

We value the many cultures represented at Elevate, and we listen to parents when there are concerns and/or differences of opinion. We strive to ensure all voices are heard.

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

An area to grow is communication with families, especially at the middle school level. As families transition to upper grades, parents feel less connected to what is going on in their child's schooling. We also will add a parent resource night for Middle School parents, and continue with our parent workshops for all grades and continue building on our Classroom Community Builders program.

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 Relationships Between School Staff and Families.

Our families who are second language learners and who also have IEP students would like more relationship building opportunities with their child's case managers and the special education department in general. We will provide opportunities for families to meet their Education Specialists at the beginning of the school year.

Our EL families have shown interest in hosting a cultural event with the rest of our families, so we will be working towards that in the 24-25 school year. We will also work with our EL families to ensure more active participation by providing personal invitations to ELAC and other parent meetings, so they feel welcome and want to participate.

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.

We believe that parent partnerships are key to a child’s success in schools. We value partnerships with families and provide families with resources to encourage and support their child’s learning. Our student-led parent conferences encourage students to personally share their goals and levels of learning with parents, and parents are proactive to reach out to teachers at any time if they have concerns. We encourage parents to be involved in the classroom when possible through volunteer opportunities, and we have a wide variety of families who participate in these opportunities.

Student Exhibition Nights and Presentations of Learning are well attended by families, which is an opportunity for students to show their learning and have real world experience.

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.

We are developing an appendix for families to help them in accessing supports for their child when there are academic concerns. This document will help parents better understand the process of supporting their child, next steps when there are concerns, and resources that they can use to help their child at home in partnering with the school.

We will also increase the number of Parent Workshops, especially for our middle school parents to allow them to deepen their understanding of their students' needs and resource them in transitioning from elementary to middle school grades. We also will increase our communications to include what students are working on in class, various learning platforms, and homework.

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.

For our Hispanic students who are chronically absent, we will have early contact with families to develop relational capital. Helping them understand the importance of attendance, providing incentives, and learning what needs the families have that are impacting attendance will benefit student attendance, and ultimately increase student learning. Providing additional opportunities for after school learning will also strengthen their academics while providing opportunity for further connection in a small group setting.

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.	5
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.

We have multiple touch-points for educational partners to be involved and share their input the school. We hold monthly Coffees with the Directors, Classroom Community Builder meetings, Parent Advisory Committee, and ELAC meetings where we listen to parents and allow opportunities for families to ask questions. We also send out surveys to families a few times per year to receive input from our families and learn more about their needs.

We also sent surveys to teachers to receive input on their professional growth needs to help guide our PD for next year.

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.

For the next school year, we are adding more teachers from the middle school to our Instructional Leadership Team. This will provide more teacher input and analysis of data, to help guide our academic program and help increase teacher leadership opportunities.

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 Seeking Input for Decision-Making.

Our EL families are involved in our family events. However, we do want to increase the involvement of our underrepresented families who are new to Elevate. We will add additional ELAC meetings and include more opportunities during our meetings for parent input by posing specific questions in our meetings that will give feedback and input.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Instructions

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California *Education Code* 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

- **Prompt 1 (DATA):** Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses 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.

A local survey was administered to students in grades 4-8 in May, 2024. Key data from this survey indicated that 94.7% of respondents reported feeling safe at school and 90.5% reported feeling connected at school. 94.2% of students reported they have at least 1 person they feel comfortable asking for help if/when they struggle at school. 62.6% of students reported they have three or more people they can go to.

The school climate composite score for a different survey related to the Leader in Me program - the Measurable Results Assessment (MRA) - was 91, an increase of 5% from last year's administration. This year's surveys did not include demographic information and therefore student subgroup data is not available.

- **Prompt 2 (MEANING):** Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Areas of strength from the survey data include high rates of reported sense of safety and connection to school, along with the vast majority of students indicating they have adults they can turn to if/when they struggle in school.

The MRA definition for School Climate, which increased 5% from last year, is “staff see the worth and potential in every student and provide the support each student needs to see their unique strengths for themselves as well as to develop the skills necessary to pursue their potential.”

Effort was invested this past year to increase the number of cross-campus initiatives (inter-grade and inter-campus collaborations) for students in all grades during the school day, and also increase the number of activities offered during after-school hours (clubs, sports, etc.)

An area of need that was identified is to strengthen and increase systems for student voice in the implementation of these additional in-school and after-school initiatives.

- **Prompt 3 (USE):** Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

Changes for next year will be aligned with the identified need to strengthen and increase student voice in in-school and after-school initiatives. Particularly in upper grades, this will look like doubling the opportunity to serve on Student Lighthouse team by establishing a different student leadership team for each semester. Leadership in Action classes will also be more involved in campus leadership at the campus level (running assemblies, welcoming guests to campus, campus clean ups) and classroom level (co-facilitating lessons, presenting learning to younger classrooms).

At the school-wide level, EduClimber will be utilized for student/MTSS surveys going forward so that responses can be easily disaggregated by grade and student subgroup, which will lead to more focused intervention and support.

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. (response limited to 1,500 characters)**

Elevate School provides a high-quality K-8 STEAM educational program serving approximately 476 students. Elevate School's diverse student demographics include: 32% White, 25% Hispanic, 15% Two or More Races, 18% African American, 6% Asian, 4% Filipino, 15% Students with Disabilities (SWD), 7% English Learners (EL), and 44% 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 the principal 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, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)**

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. (response limited to 1,500 characters)**

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? (response limited to 1,500 characters)

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

Approve 2024-25 LCAP

Section: II. Agenda Items
Item: D. Approve 2024-25 LCAP
Purpose: Vote
Submitted by:
Related Material: 2024-25 Elevate LCAP FINAL.pdf

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Elevate School

CDS Code: 37-68338-0129395

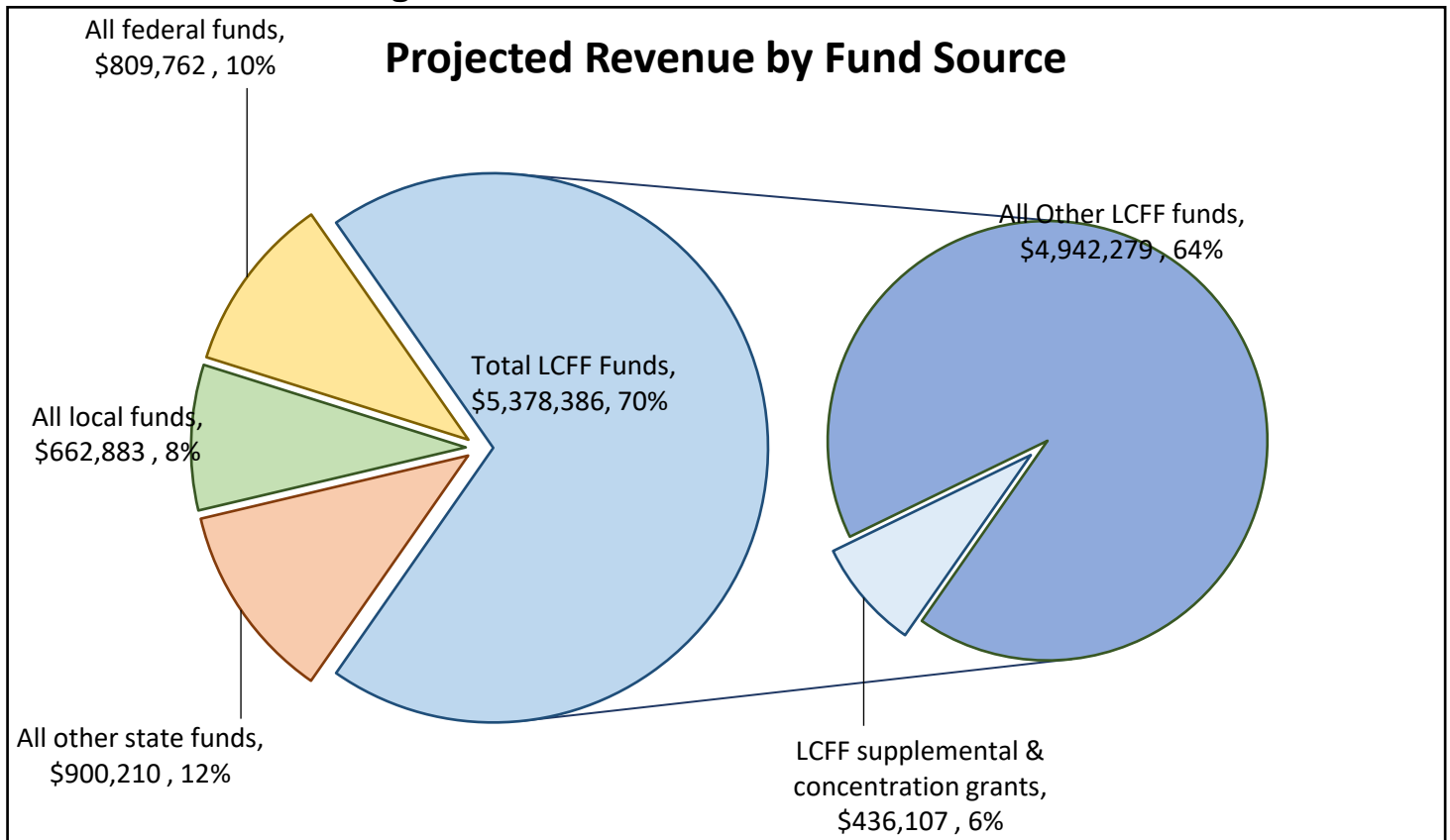
School Year: 2024 - 25

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 2024 - 25 School Year

Projected Revenue by Fund Source

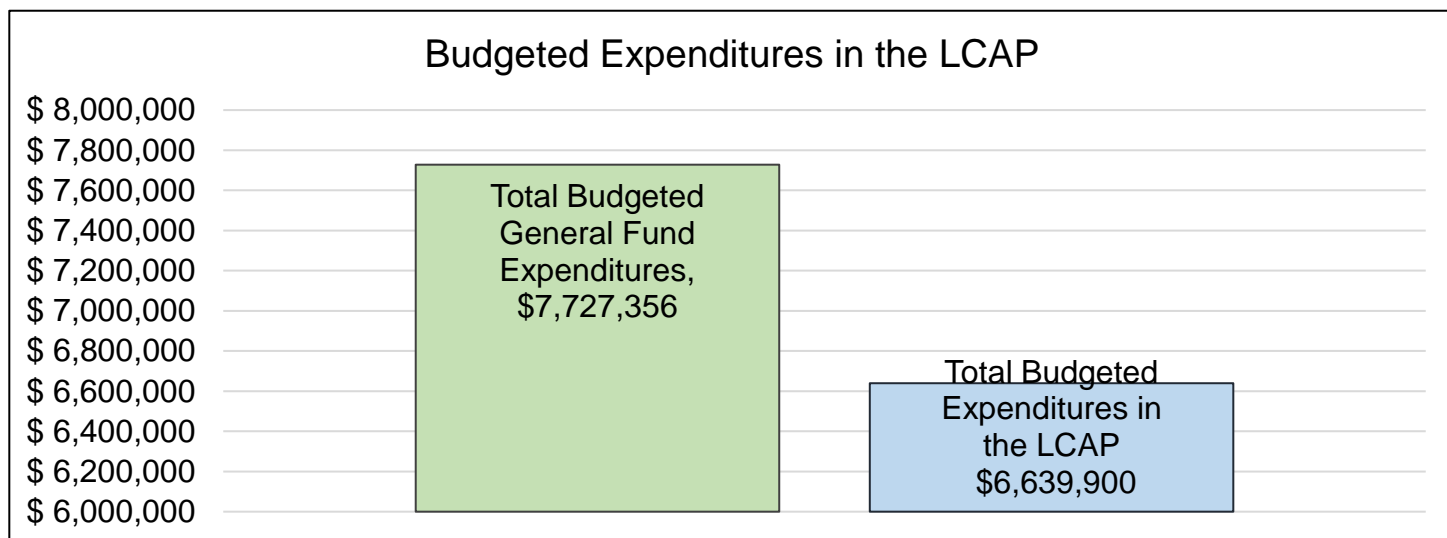


This chart shows the total general purpose revenue Elevate School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Elevate School is \$7,751,241.00, of which \$5,378,386.00 is Local Control Funding Formula (LCFF), \$900,210.00 is other state funds, \$662,883.00 is local funds, and \$809,762.00 is federal funds. Of the \$5,378,386.00 in LCFF Funds, \$436,107.00 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 2024 - 25. 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 \$7,727,356.00 for the 2024 - 25 school year. Of that amount, \$6,639,900.00 is tied to actions/services in the LCAP and \$1,087,456.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

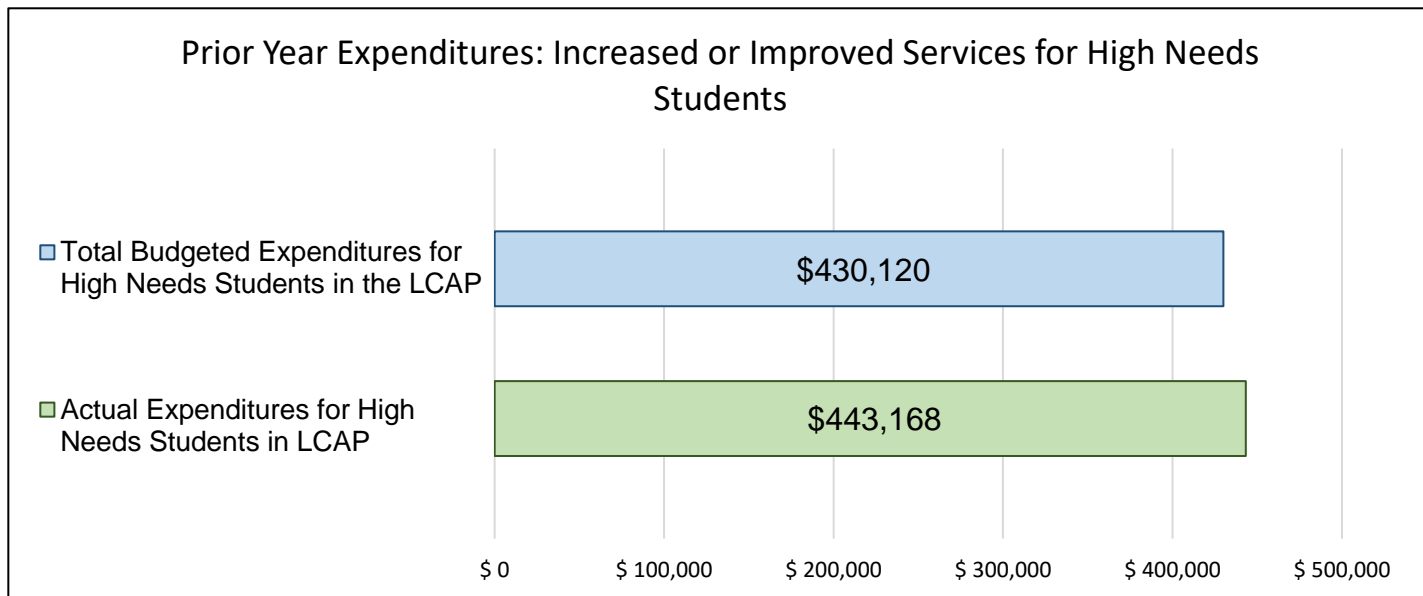
General Fund Budget Expenditures for 2023-24 not included in the Learning Continuity and Attendance Plan (LCP) consist of, but are not limited to, costs associated with school operations and programs, such as the following: Personnel salaries of teachers and auxiliary staff members, personnel benefits, 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 2024 - 25 School Year

In 2024 - 25, Elevate School is projecting it will receive \$436,107.00 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 \$436,107.00 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 2023 - 24



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 2023 - 24, Elevate School's LCAP budgeted \$430,120.00 for planned actions to increase or improve services for high needs students. Elevate School actually spent \$443,168.00 for actions to increase or improve services for high needs students in 2023 - 24.

2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Elevate School	Ryan Elliott, Executive Director	relliott@elevateschool.com 858-751-4774

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.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP ELA Source: CDE	2018-19: 85.4% Met and exceeded standard	2020-21: 75.5% met/exceeded standard	2021-22: 85.93% Met and exceeded standard	2022-23: 79.8% Met and exceeded standard	78% met/exceeded standards
CAASPP Math Source: CDE	2018-19: 86.13% Met and exceeded standard	2020-21: 59.5% met/exceeded standard	2021-22: 75.28% Met and exceeded standard	2022-23: 69.18% Met and exceeded standard	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: 59.46% Met and exceeded standard	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	N/A – Did not serve grade 8	2022-23: 52.63% Met and exceeded standard	2022-23 will serve as a baseline
Attendance Rate Source: CALPADS	2019-20: 98%	2020-21: 98%	2021-22: 94.1%	2022-23: 95.0%	>95%

Chronic absenteeism Rate. Source: Dataquest	2018-19: 3.9%	2020-21: 1.9%	2021-22 CHRONIC ABSENTEEISM			2022-23 CHRONIC ABSENTEEISM			<6%
				Number	Rate		Number	Rate	
			Schoolwide	57	13.1%	Schoolwide	51	10.6%	
			African American	6	9.1%	African American	2	2.7%	
			Asian	3	16.7%	Asian	1	4.5%	
			Filipino	2	11.8%	Filipino	0	0.0%	
			Hispanic	18	16.7%	Hispanic	25	21.7%	
			White	19	12.6%	White	15	9.2%	
			Two or More Races	9	12.3%	Two or More Races	8	9.9%	
			English Learners	8	17.4%	English Learners	4	11.4%	
			SWD	14	21.9%	SWD	11	13.3%	
			SED	21	11.5%	SED	22	10.5%	
Middle School Dropout Rate Source: CALPADS	2019-20: 0%	2020-21: 0%	2021-22: 0%			2022-23: 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)			2023-24: Good			Good (all sites)
% Of Fully credentialed & Appropriately assigned Teachers Source: CalSAAS	2020-21: 100%	2021-22: 93%	2022-23: 96%			2023-24: 93%			100%

Goal Analysis

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:** This action was fully implemented. Elevate School currently employs an Executive Director and 21 appropriately credentialed and assigned teachers. We plan to provide 176 instructional days this school year. All teachers have participated in summer professional development and weekly during the academic school year.
- **Action 2:** This action was fully implemented. Elevate has administered iReady assessments each trimester. We continue to utilize EduClimber to monitor student academic growth, but for monitoring behavior we are in the development phase. Our teachers utilize EduClimber during grade level discussions on how to support student growth; and enrichment occurs at the end of each unit of study.

- **Action 3:** This action was fully implemented. Elevate employed 8 interventionists providing services to students in grades K-5: (1) Kindergarten, (2) grades 1 and 2, (1) grade 3, and (3) grades 4 and 5. This configuration allows each classroom to have two ELA RTI groups and two math RTI groups. Currently there are 112 students receiving ELA interventions in grades K-5 and 83 students receiving math interventions. Participation in Rtl groups is closely monitored for each session. Our students receive regular progress monitoring every 8-10 weeks which is tracked in EduClimber. Interventionists provide push-in support for Rtl students when they are not meeting with their scheduled RTI groups, ensuring consistent support and collaboration within the classroom. Substitute teachers were hired to ensure continuity of instruction to fill-in during teacher absences. We continue building our ELO-P program options for after school alongside our partnership with Champions. Students in grade 3-8 access articles in Achieve 3000 to strengthen their non-fiction literacy options and further grow their Lexile Levels for college/career readiness. This year, we're piloting Illustrative Math curriculum for students in Grades 6-8 and so far, there is solid consistent growth. Additionally, students who have traditionally struggled with math are showing the most growth.

- **Action 4:** Elevate has fully implemented the Leader in Me framework school-wide, and monthly student screeners at the middle school level. Our counselors provide lessons at each grade level monthly. The Deans and Counselors have implemented restorative practices schoolwide. Additionally, the Deans and our Assistant Director provide coaching for teachers during weekly collaboration and in ongoing conversations during teacher preps and other times throughout the school week. Our work with MTSS is partially implemented. Our new team was structured in June 2023 and will continue to grow in January to include at least one Dean and our ELD Teacher. Bi-monthly meeting have been occurring but will continue to occur with our additional members in January 2024.

- **Action 5:** Elevate administers the FIT report for each site and the results are reported annually on the LCAP, SARC, and Local Indicators. Our facilities are well maintained, clean, and safe.

- **Action 6:** Our SPED department has established the framework and identified team members as well as implemented efforts in systems and procedures to support the needs of students receiving special education services. We added a Director of Special Education who also oversees MTSS; and currently have 3 Ed Specialists. All staff members in the SPED department utilize data to inform services and supports to be provided to students and tailor them to student specific needs. The SPED team currently provides professional development to teachers and support staff members on the legal requirements and best practices to support all students. Additionally, the SPED team currently consult and collaborate with general education teachers and staff members on various ways to effectively implement student's IEPs in the classroom. The SPED team at Elevate continues to collaborate to enhance the systems and supports that are being implemented as well as refine them in their evolution towards better meeting the needs of all learners.

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.

- Action 1: There were changes to staff positions resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.

- Action 2: The cost for iReady was significantly lower than projected, resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.
- Action 3: The cost for Athlead Advantage was lower than projected, and there were changes with Rtl staffing, resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.
- Action 6: There were changes to staff positions for Special Education, resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- **Action 1:** Teachers now receive designated collaboration time to meet with their grade level and/or department teams to analyze data, collaborate on teaching strategies, plan standards-based lessons. K-5 teacher retention rate of 100%

Challenges: Having designated substitute teachers to allow for classroom teachers to collaborate Establishing continuity with middle school teaching team, while building out middle school grades

- **Action 2:** Each year our students have shown solid growth on iReady Diagnostic. Teachers utilize diagnostic data as a tool to target individualized academic supports and as a data tool for placing students into RTI as needed. iReady diagnostic data has consistently been a good indicator of students' success on CAASPP testing.

Challenges: Educlimber rollout was in the initial phase and will continue to the next phase in the 2024-25 school year.

- **Action 3:** Students who are placed into RTI as a preventative of further deficit can show growth, eliminating the need for SST.

Challenges: RTI staff with sub credential get pulled, leading to less fidelity Difficulty serving all the students who come to Elevate with significant gaps in learning.

- **Action 4:** - Lighthouse Coordinator has stepped out of the classroom to be able to more effectively coordinate school-wide efforts (including professional learning and school-wide initiatives and events). All new staff has received some 7 Habits training at the start of the school year. - All staff has been provided ongoing professional training in Trauma Informed Practices during the '23-24 school year to help us better serve our students. All staff received year-long equity and anti-bias training during the '21-22 school year to help us better serve our students and families.

Challenges: Making sure that our MTSS team members roles are defined and that we have representatives from each area of MTSS on our team has taken some time.

- Action 5: The FIT is conducted annually at each campus in the month of January. Our campuses communicate and work closely with our landlords (FCC and City View) and with SDUSD to ensure that our facilities allow for staff and students to work and learn in a safe and clean school environment.

Challenges: Biggest challenge is that we are spread out at three facilities.

- Action 6: In the last 3 years, Elevate has grown to housing three education specialists as well as develop ongoing support to our support staff. Recognizing the challenges in special education staff retention, Elevate has made great efforts and has established protocols in hiring high-quality staff members as well as investing in their overall growth, development, and connection to the team. Additionally, Elevate has continued to grow in its middle school development and practices to build alignment and cohesiveness with our two other sites.

Challenges: Increased number of students with IEPs with significant needs

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.

For the 2024-25 LCAP, Goal 1 was revised to align to Elevate's recently board approved Strategic Plan, that aligns to the CA MTSS Framework, CDE's 8 State Priorities and the CA School Dashboard. Actions and metrics were revised to align to the goal. Per CDE new guidelines, a metric for Priority 8 was added – the participation rate on PFT (for grades 5 and 7 assessment). With the return of the CA School Dashboard, distance from standard will be used as the metric for CAASPP (ELA/Math) on the 2024-25 LCAP. Based on feedback from educational partners, the change was made for purposes of transparency, and for the 2024-25 LCAP, Local Indicators Report and CA School Dashboard data align. For the 2024-25 LCAP – metrics will include numerically significant student groups as reported in the CA School Dashboard performance level. Additionally, for the 2024-25 LCAP, Elevate will continue to develop a one-year LCAP that includes "Target for Year 1 Outcome," under the section measuring and reporting results, rather than "Target for Year 3 Outcome," an allowable option for charter schools, as instructed in CDE approved LCAP template instructions.

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 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.

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%	2023-24: 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		2023-24: Implementation Academic Standards	
	ELA	5	ELA	5	ELA	5	ELA	5	ELA	5
	ELD	4	ELD	4	ELD	4	ELD	4	ELD	4
	Math	5	Math	5	Math	5	Math	5	Math	5
	NGSS	5	NGSS	5	NGSS	5	NGSS	5	NGSS	5
	History	5	History	5	History	5	History	5	History	5
	Health	3	Health	4	Health	4	Health	4	Health	4
	PE	5	PE	4	PE	4	PE	5	PE	5
	VAPA	3	VAPA	4	VAPA	4	VAPA	5	VAPA	4
	% Of students including Unduplicated Pupils, and Students with Disabilities (SWD) who have access to Broad Course of Study Source: Master schedule	2020-21: 100%	2021-22: 100%	2022-23: 100%	2023-24: 100%	100%				

% Of EL who made progress toward English Proficiency measured by ELPAC (Source)	2018-19: 54.84% Proficient	2020-21: 45.71% Proficient	2021-22: 55% Proficient	2022-23: 44.83% Proficient	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%	2023-24: 100%	100%

Goal Analysis

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:** This action was fully implemented. Elevate provides its educators and administrators with robust professional learning opportunities, including clearing their credential (induction), coaching and feedback cycles. The Math Instructional Coach collaborates with middle school math teachers and provides coaching, observations and lesson studies. This year, teachers have increased the use of Academic Discourse in the classrooms consistently across all grades, The Deans and Instructional Leadership Team continue to mentor induction teacher; and the Deans are currently enrolled in an administrator’s credential program through SDCOE. Elevate continues to participate in schoolwide leadership coaching through NCUST (Year 2).

- **Action 2:** This action was fully implemented. Elevate continues to strengthen its ELD program and currently using Ellevation for monitoring; and data is tracked and monitored closely by the Director of Instruction. With the adoption of Ellevation, we are providing training for staff to ensure fidelity. A cohort of middle school teachers participated in the initial training of GLAD and will continue. We will continue to ensure teachers participate in GLAD training.

- **Action 3:** This action was fully implemented. All students have access to standards aligned curricular and/or instructional materials. Purchases are made annually to ensure all students have access.

- **Action 4:** This action was fully implemented. All students have access to age-appropriate devices (iPads, Chromebooks) to access instructional materials and/or online programs. We utilize Zoom to inter-campus meetings as needed.

- **Action 5:** This action was fully implemented. Elevate School provides its students with a broad course of study that includes STEAM (Grades 2-8); STEAM Elective (Grades 6-8); Art (Grades K-5); and Art Elective (Grades 6-8).

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.

- Action 1: Projected Professional Development costs were higher than actual costs, resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.

- Action 5: Changes to staff positions, resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- **Action 1:** In year 2 with NCUST coaching, our coach reports seeing significant growth as a more cohesive academic program in our K-8 program. ILT has been revamped to have PLC representatives rather than campus representatives.

Challenges: Creating a cohesive K-8 program on multiple campuses has been the greatest challenge but growth is happening Not as many outside presenters for PD

- **Action 2:** Incorporating Ellevation to monitor our students and provide EL lessons and strategies for teachers. EL students are being more closely monitored for growth -We sent several of our middle school teachers to GLAD trainings.

Challenges: Middle School teachers had less understanding of how to deliver Integrated ELD for our EL students. There is a need to provide professional development on integrated ELD.

- **Action 3:** Full implementation of standards alignment is evident by our continued success on CAASPP scores. CAST scores continue to increase each year and are significantly higher than state averages.

Challenges: Having newer teachers at the middle school and a newer program, teachers have had to build their unit of study, which takes several years to refine. Making time in the schedule to allow for teachers to develop their units of study.

- **Action 4:** Strong internet network established at all campuses.

Challenges: No identified challenges.

- Action 5: Elevate has created a STEAM Lab where students in grades 6-8 have access to high tech power tools and materials to design and develop projects and engage in the engineering design process. A full-time credentialed Art teacher has been added in K-5 grades for all students to have weekly high quality art learning and development. This is a highlight for many students and allows them an opportunity to develop their creativity. Our fully credentialed Art teacher in middle school allows for a creative elective option for all students who learn 2-D and 3-D art along with graphic arts.

Challenges: Having a part time STEAM teacher over the last few years has lessened the amount of STEAM our K-1 students receive, however for the 2024-25 school year, Elevate will employ a full-time STEAM teacher.

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.

For the 2024-25 LCAP, Goal 2 was revised to align to the recent board approved Strategic Plan, that aligns to the CA MTSS Framework, CDE's 8 State Priorities and the CA School Dashboard and ensure fidelity to the work Elevate is accomplishing to improve student outcomes and maintain high teacher retention rates. Actions and metrics were revised to align to this goal. Per CDE newly revised guidance, and feedback from its educational partners, for Priority 1 – Elevate School has selected to use CDE's Teacher Assignment Monitoring Outcomes (TAMO) data which is also reported by the CDE on the Local Indicators Report annually. The decision was made to use TAMO data for purposes of transparency and since it aligns to the annual reporting made on the CA School Dashboard Local Indicators by the CDE. Additionally, for the 2024-25 LCAP, Elevate School will continue to develop a one-year LCAP that includes "Target for Year 1 Outcome," under the section measuring and reporting results, rather than "Target for Year 3 Outcome," an allowable option for charter schools, as instructed in CDE approved LCAP template instructions.

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 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.

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%	<table border="1"> <thead> <tr> <th colspan="3">2021-22 SUSPENSION</th> </tr> <tr> <th></th> <th>Number</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Schoolwide</td> <td>8</td> <td>0.9%</td> </tr> <tr> <td>African American</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>Asian</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>Hispanic</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>White</td> <td>8</td> <td>2.6%</td> </tr> <tr> <td>Two or More Races</td> <td>0</td> <td>0.0%</td> </tr> </tbody> </table>	2021-22 SUSPENSION				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%	<table border="1"> <thead> <tr> <th colspan="3">2022-23 SUSPENSION</th> </tr> <tr> <th></th> <th>Number</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Schoolwide</td> <td>4</td> <td>0.8%</td> </tr> <tr> <td>African American</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>Asian</td> <td>1</td> <td>4.5%</td> </tr> <tr> <td>Filipino</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>Hispanic</td> <td>2</td> <td>1.7%</td> </tr> <tr> <td>White</td> <td>1</td> <td>0.6%</td> </tr> <tr> <td>Two or More Races</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>English Learners</td> <td>0</td> <td>0.0%</td> </tr> <tr> <td>SED</td> <td>2</td> <td>0.9%</td> </tr> <tr> <td>SWD</td> <td>0</td> <td>0.0%</td> </tr> </tbody> </table>	2022-23 SUSPENSION				Number	Rate	Schoolwide	4	0.8%	African American	0	0.0%	Asian	1	4.5%	Filipino	0	0.0%	Hispanic	2	1.7%	White	1	0.6%	Two or More Races	0	0.0%	English Learners	0	0.0%	SED	2	0.9%	SWD	0	0.0%	<2%
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Expulsion Rate Source: Dataquest	2019-20: 0%	2020-21: 0%	2021-22: 0%	2022-23: 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	<u>2023-24:</u> 95% Sense of Safety 91% 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	<u>2023-24:</u> 97% Sense of Safety 99% School connectedness	>80%																																																												
Teacher/staff Survey: Sense of safety & school connectedness	2020-21: 97% Sense of safety	2021-22: 71% Sense of safety	2022-23: 96% Sense of safety	<u>2023-24:</u> 80% Sense of Safety	>80%																																																												

Source; Internal survey	97% School connectedness	84% School connectedness	96% School connectedness	98% School connectedness	
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	2023-24: 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	2023-24: CDE's Self-reflection Tool (Questions 1-4) 1. 4 2. 5 3. 5 4. 4	Rating 4+

Goal Analysis

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: This action was fully implemented. Elevate's school-wide WIG for '23-24 is to achieve 60+ cross-campus initiatives to build bridges and connections between our educational partners. As of last year, we have 56 documented initiatives towards our goal. In addition, 100% of our students have multiple leadership opportunities throughout the school year and students in grades 3-8 have multiple opportunities to apply for roles on our Student Lighthouse Teams. We will host two annual Student Exhibition Nights, and each campus has a Leadership Day annually, where 60+ community guests join us to celebrate our leadership and learning. Each grade level has two curriculum connected field trips annually. To date, all students have participated in at least one field trip with the goal of offering at least two per year. Our 6th grade students participated in 6th grade camp. Students in grades 5 & 8 are scheduled to attend SDCOE's Innovation Center in late May 2024.

- Action 2: This action was fully implemented. We continue to involve parents in decision-making processes, particularly those representing UP and SWD. This involvement has been facilitated through various groups including the Parent Advisory Committee; and, ELAC Meetings. We

recognize the importance of parental insights in creating an inclusive and responsive educational environment. We are working to fully implement this to reflect our commitment to parent engagement and collaboration.

- **Action 3:** This action was fully implemented. Elevate continues to prioritize parent engagement and participation. The Parent Engagement Coordinator (PEC) facilitates workshops, connects families to resources, and promotes volunteer opportunities. We utilize ParentSquare and Aeries Parent Portal to enhance communication between families and the school. Our PEC has sought out online Parent Education Workshops that cover the topics of Student Mental Health to enhance our school offerings.

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.

- Action 2: Translation services were provided by staff, therefore no additional expense, resulting in a material difference between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- **Action 1:** Our Leader in Me Lighthouse Coordinator has stepped out of the classroom to be able to more effectively coordinate school-wide efforts (including professional learning and school-wide initiatives and events).

- The coordinator has also become a National Beacon Coordinator, which allows them to visit and certify fellow Lighthouse Schools.
- All new staff has received some 7 Habits training at the start of the school year.
- Elevate received Lighthouse recertification in 2022.
- Elevate was recognized on the Leader in Me Lighthouse Academic Honor Roll
- Elevate was chosen as a Leader in Me Leadership Symposium Site Visit School for the 2024 Regional Symposium.

Challenges:

- Bringing our Middle School campus into the Leader in Me fold has had its challenges since our 6th-8th grade program is still in its early stage.
- Ensuring that all new staff can attend a full 7 Habits training within the first semester of a school year

- **Action 2:** We have made significant strides in enhancing parent involvement in decision-making. We have successfully established a Parent Advisory Group which allows for a formal platform for parents (especially those representing UP and SWD) to voice opinions and contribute to school governance. We are in our second year of holding these group meetings and have elevated the opportunity for parent voice on different topics. Examples of topics include input the School Safety Plan, LCAP, and getting feedback on resources parents would like to have access to.

Challenges: Managing and integrating diverse viewpoints from parents can be challenging. This is our second year making a concerted effort to include as many English Language Learner parents as possible. Reaching those who are often underrepresented such as working parent and non-English speaking parents, can be challenging. Also, while we have been able to reach more parents than ever through ParentSquare and Aeries, ensuring all parents have access to and are comfortable using these technologies may be a challenge.

- Action 3: We have achieved notable success this year in enhancing parent engagement and participation by encouraging all our staff to use ParentSquare as our main communication tool. Our efforts have been focused on creating meaningful opportunities for parents to be actively involved in their children's education by connecting families to resources (such as a planned meeting showing parents how to access Google Classroom and Illuminate and going in depth in our middle school math program), as we work to build trust and ensure all parents, irrespective of their backgrounds, have opportunities to participate.

Challenges: Parents often have busy schedules, balancing work and family responsibilities. Finding convenient times for meetings, workshops, or school events that accommodate the diverse schedules of all parents can be a significant challenge. Additionally, keeping parents constantly engaged throughout the school year is something we are trying to improve. Finally, another challenge is our school is spread across three separate campuses and does not have a location large enough to house most of our parents at one time.

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.

For the 2024-25 LCAP, Goal 3 was revised to align to the recent board approved Strategic Plan, that aligns CDE's 8 State Priorities, and the CA School Dashboard ensure fidelity to the work the school is accomplishing to strengthen home-school connections. However, for Priority 3 – the metric that measures parent input in decision-making was changed from questions #5-8 from the CDE's Local Indicators Priority 3 to instead reflect the responses to questions #9-12 which is a more accurate indicator for addressing this state priority. Additionally, for the 2024-25 LCAP, Elevate School will continue to develop a one-year LCAP that includes "Target for Year 1 Outcome," under the section measuring and reporting results, rather than "Target for Year 3 Outcome," an allowable option for charter schools, as instructed in CDE approved LCAP template instructions.

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 for last year's actions may be found in the Contributing Actions Annual Update Table.

Instructions

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.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

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)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

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.

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

- 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.

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.

- 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.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
 - 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.
- Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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.

- 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.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

California Department of Education
November 2023

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, Executive Director	relliott@elevateschool.com 858-751-4774

Plan Summary 2024-25

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 476 students. Elevate School’s diverse student demographics include: 32% White, 25% Hispanic, 15% Two or More Races, 18% African American, 6% Asian, 4% Filipino, 15% Students with Disabilities (SWD), 7% English Learners (EL), and 44% Socioeconomically Disadvantaged (SED).

This year, Elevate School revised its mission and vision, and developed a 3-year Strategic Plan that reflects a revised mission, vision and three objectives that have been embedded into the newly revised 2024-25 LCAP goals to ensure alignment which include:

1. Priority 1: Continue building a cohesive and thriving program from Kindergarten through 8th grade.
2. Priority 2: Strengthen our team and infrastructure.
3. Priority 3. Move into our unified campus

MISSION - Elevate School cultivates leaders and positive changemakers by inspiring students to be excellent in academic, exceptional in leadership, expansive in creativity, and engaged in community.

VISION - We envision a kind, collaborative, and just world guided by empathetic and innovative leaders.

In 2014, Elevate School became a nurturing home for young learners in the Serra Mesa and Tierrasanta neighborhoods of San Diego, emphasizing the importance of fostering leadership and empathy within a tight-knit community. Founded with a dedication to serving the unique needs of military children, Elevate School recognized the challenges of frequent relocations and school transitions and sought to support these students and their families.

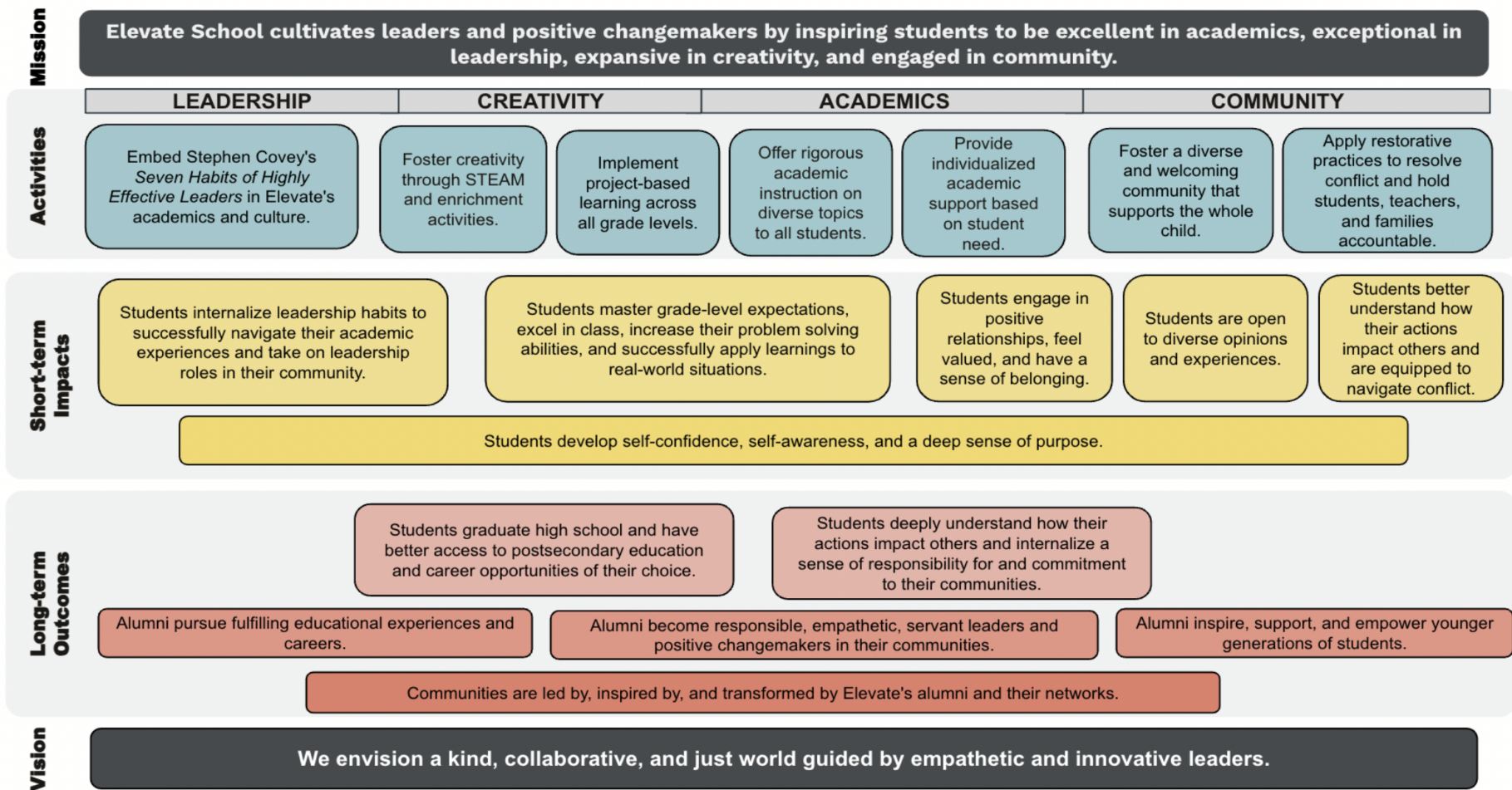
Elevate School focuses on cultivating creative, community-minded leaders and learners, as embodied by the integration of Stephen Covey's 7 Habits of Highly Effective Leaders throughout all three school campuses. Students apply their learning through thematic, interdisciplinary, project-based learning units, culminating in public exhibitions that showcase their growth and contributions. With class sizes capped at twenty-six students, Elevate School ensures continuous assessment of student progress and individualized attention and support that honors students as learners, leaders, and community members. As we mark our tenth year serving over 475 diverse learners, our accolades as a National Blue

Ribbon School and California Distinguished School stand as testament to our unwavering commitment to excellence and student well-being, and we are placed to embark on a strategic planning journey to strengthen our impact.

Over the next three years, Elevate School will execute on our vision for sustained excellence by continuing to focus on building a cohesive and thriving program from kindergarten through 8th grade for diverse learners and investing in operational and systems improvements. As we enter a new phase characterized by continued investment in our strong team, relocation to a new, unified campus, and ongoing improvement of student services, Elevate School remains committed to providing high-quality education that empowers students to thrive and lead in an increasingly complex world.

THEORY OF CHANGE

Our theory of change demonstrates the logic of how we think our activities will bring about the change we seek. It outlines the conceptual linkages between what we do, what impact it will have in the short and long term, and how it will ultimately lead to our vision.



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-six 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 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, assisting the teacher with a PE lesson, serving on our board, and organizing special events and projects.

Elevate School has developed a one-year LCAP, that addresses the required [8 State Priorities](#) and also serves as the School Plan for Student Achievement (SPSA), meets the stakeholder engagement requirements outlined in California (CA) Education Code (EC) 64001(j) and has met the following requirements CA EC 52062(a):

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

Note: Elevate School is not eligible for LCFF [Equity Multiplier Funds](#).

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The following chart reflects Elevate School’s performance on the 2023 CA School Dashboard by indicator and student group.

Student Group	English Learner Progress	Chronic Absenteeism	Suspension Rate	Graduation Rate	English Language Arts	Mathematics
All Students	N/A	Yellow	Green	N/A	Green	Green
English Learners	--	Yellow	Blue	N/A	--	--
Socioeconomically Disadvantaged	N/A	Yellow	Yellow	N/A	Green	Green
Students with Disabilities	N/A	Yellow	Blue	N/A	Orange	Orange
African American	N/A	Green	Blue	N/A	Green	Blue
American Indian or Alaska Native	N/A	--	--	N/A	N/A	N/A
Asian	N/A	--	--	N/A	--	--
Filipino	N/A	--	--	N/A	--	--
Hispanic	N/A	Red	Orange	N/A	Green	Green
Native Hawaiian or Pacific Islander	N/A	--	--	N/A	N/A	N/A
White	N/A	Green	Blue	N/A	Green	Green
Two or More Races	N/A	Green	Blue	N/A	Blue	Green

Chronic Absenteeism: Elevate School received a RED Performance level for the Chronic Absenteeism Indicator for the Hispanic student group. Although Chronic absenteeism rates declined schoolwide, for the Hispanic student group it increased from 16.7% to 21.7%. The Leadership Team conducted a needs assessment and root cause analysis to address this issue, however there were no identifiable patterns that emerged. For the Hispanic student group, we identified that when one student was absent, the remaining siblings were also absent; others were medically fragile, and other absences were due to medical appointments. For the upcoming school year, the leadership team will be communicating with families at the start of the school year to communicate the importance of daily attendance and its impact on student achievement. Elevate will also ensure that the Case manager connects with families especially those historically chronically absent and at-risk of chronic absenteeism.

Student Group	Total	Rate
All Students	51	10.6%
African American	2	2.7%
Hispanic	25	21.7%
White	15	9.2%
Two or More Races	8	9.8%
EL	4	11.4%
SED	22	10.5%
SWD	11	13.3%

Elevate will also implement schoolwide attendance incentives and contests to engage the entire school community, with ongoing communication with families. Elevate will strengthen the school's attendance policy which will be communicated to staff, families and students.

Elevate is committed to providing social and emotional supports to address behavioral and 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 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.

Counselors will lead Leader in Me implementation in conjunction with SEL lessons. The Counselor will provide SEL counseling services for students and collaborate with the Dean of Students and MTSS Coordinator, utilizing EduClimber as part of the MTSS Framework. Our entire staff will be trained in Leader in Me, for schoolwide implementation. Leader in Me will help build leadership and life skills in students and staff, create a high-trust culture and accelerate academic achievement.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Not applicable.

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 is 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 in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
<p>Administrators, Principals</p>	<p>Date: January – May 2024 – Leadership Team Meetings (bi-weekly)</p> <p>Discussion: Discussion took place on the 2023-24 LCAP Midyear update, 2023 CA School Dashboard, Development of the 2024-25 LCAP, metrics, needs assessment, 2024-25 Budget development, and Strategic Plan development.</p> <p>Feedback provided:</p> <ul style="list-style-type: none"> • Continue to strengthen MTSS • Continue with RtI Interventionist & pilot RtI Program afterschool (Gr 2-5) • Professional Development for teachers on strategies to support EL and SWD, including Math PD • Need Writing Instructional Coach • Implement strategies to reduce chronic absenteeism rates
<p>Teachers</p>	<p>Date: January – May 2024 – Staff Development, PD, ILT Meetings & Teacher Survey</p> <p>Discussion took place on the 2023-24 LCAP Actions, progress monitoring, Professional development needs, Data cycles, and 2024-25 LCAP, to solicit input on teacher needs.</p> <p>Feedback provided:</p>

	<ul style="list-style-type: none"> • Need Professional development/coaching: Writing • Need cross-campus bridging activities throughout the year. • PD: effective strategies to address student behavioral challenges • Need PD/Coaching to support SWD – improve academic outcomes, provide tiered intervention, and collaboration among SpED Team and General Education teachers to narrow achievement gaps
<p>Other School Personnel</p>	<p>Date: March – May 2024 Staff Meeting, and Staff Survey</p> <p>Discussion: iReady assessment data, program effectiveness reports, student behavior incidents</p> <p>Feedback provided:</p> <ul style="list-style-type: none"> • Need to continue with RtI interventionist and strengthen/expand tiered intervention for EL, SWD, & SED (address achievement gaps) • Training on addressing student behavioral challenges and behavior plans • Desire growth pathways, intentional connection/build capacity among staff
<p>Students</p>	<p>Date: April/May 2024 – Student Surveys</p> <p>Discussion took place to solicit input on the 2024-25 LCAP – in school safety, student connectedness, and belonging, and areas for growth.</p> <p>Feedback provided:</p> <ul style="list-style-type: none"> • Continue offering clubs: Yearbook, Homework, Chess Club – Middle School • Continue with Leader in Me. • Requested additional academic support – after-school RtI • Requested additional afterschool enrichment opportunities: clubs, sports, art, etc.
<p>Parent Advisory Committee (PAC)</p>	<p>Date: 1/24/24 PAC Meeting</p> <p>Discussion: Took place on the 2023-24 LCAP Midyear Update, 2023 CA School Dashboard and the School’s Safety Plan.</p> <p>Feedback provided:</p> <ul style="list-style-type: none"> • Strategies to make the middle school dismissal procedures safe for all.

	<p>Date: 4/24/24 PAC Meeting</p> <p>Discussion took place to solicit input on the 2024-25 LCAP Goals, and actions.</p> <p>Feedback provided:</p> <ul style="list-style-type: none"> • Parents enjoyed Family Days. Appreciate the numerous opportunities for parents to provide input. • Parents suggested that for 2024-25 school year to hold separate meetings for Middle School parents. <p>Date: 6/12/24 PAC Meeting</p> <p>Discussion: The 2024-25 LCAP was presented to the Parent Advisory Committee for review and approval.</p> <p>Feedback provided:</p> <ul style="list-style-type: none"> • Parents expressed that students enjoy special events/spirit days – a motivating factor for students to arrive at school on time. • Parents would like to volunteer during afterschool hours. • Requested an increase and a variety of afterschool activities for students in K-5. • Requested additional SEL support for students. • Requested parent & student workshop: Transition to Middle School.
<p>ELAC, DELAC & EL-PAC</p>	<p>Date: 2/29/24 ELAC</p> <p>Discussion took place on the LCAP Goals, 2023 CA School Dashboard, and to solicit input on the 2024-25 LCAP,</p> <p>Feedback provided:</p> <ul style="list-style-type: none"> • Strategies to support EL with language acquisition to be eligible to reclassify • Requested adoption of Ellevation a supplemental online platform to support EL with language acquisition. • Parents requested that admin provide an ELPAC informational workshop to inform parents of the contents of the assessment and strategies they can use at home to support their child. <p>Note: Elevate School does not meet the CDE requirements to form a DELAC and/or English Learner Parent Advisory Committee (EL-PAC). CA EC 52062(a)(1)</p>
<p>Parents including those representing Unduplicated Pupils</p>	<p>Date: 1/19/24, and 4/12/24 – Military Coffee with the Principal</p> <p>Discussion: solicited input with the development of the LCAP. Discussion took place on 2023 Dashboard, local data and to solicit input on the school’s program and needs from a military family point of view.</p>

<p>(English Learners, Low Income, and Foster Youth)</p>	<p>Feedback provided:</p> <ul style="list-style-type: none"> • Continue with Military Coffee. An Elevate teacher serves as the Military Liaison – parents appreciate this because they feel seen and heard.
<p>SELPA Administrator</p>	<p>Date: May 2024</p> <p>SPED Director discussed and shared the SPED Action Goal 1, Action 5 as part of the consultation process for the development of the 2024-25 LCAP with the El Dorado Charter SELPA.</p> <p>Feedback provided: SELPA provider reviewed the action, and no additional feedback was provided.</p>
<p>Governing Board</p>	<ul style="list-style-type: none"> • June 17, 2024: Public Hearing 2024-25 LCAP • June 24, 2024: Approval (adoption) 2024-25 LCAP

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

- The development of the LCAP was influenced by the feedback provided by our educational partners in the following LCAP Goals and actions:
- Goal 1, Action 2: Rtl Interventionists; Rtl Afterschool tutoring; academic and social enrichment (afterschool).
 - Goal 1, Action 3: Attendance initiatives, Leader In Me SEL, Dean of Students
 - Goal 1, Action 4: GLAD Professional Development to support ELs; and Ellevation implementation
 - Goal 1, Action 5: SpED Program and support for SWD.
 - Goal 2, Action 2: Professional Development: Writing (coaching), Instructional Coaches, Math Coach, student behavioral challenges
 - Goal 3, Action 1: Schoolwide events, Leader In Me
 - Goal 3, Action 3: Parent workshops, and Military Coffee

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Continue to build a cohesive and thriving educational program that integrates an infrastructure for ongoing analysis and monitoring of local and state data, including student achievement data used to measure program effectiveness and seamlessly provide integrated student supports to ensure equitable services for all students and student groups and ensure academic excellence schoolwide.	Broad

State Priorities addressed by this goal.

- Priority 4: Student Achievement
- Priority 5: Student Engagement
- Priority 6: School Climate
- Priority 7: Course Access
- Priority 8: Pupil Outcomes

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 to narrow achievement gaps among EL, SED and SWD.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 1 Outcome	Current Difference from Baseline	
1	CAASPP ELA Assessment: Distance from Standard (DFS) Source: CA School Dashboard	2022-23 ELA CAASPP				2023-24 ELA CAASPP	
		Student Group	DFS			Student Group	DFS
		All Students	+77.1			All Students	Maintain >75
		African American	+77.1			African American	Maintain >75
		Hispanic	+63			Hispanic	+65
		White	+74.8			White	+75
		Two or More Races	+77.7			Two or More Races	+78
		SED	+58.7			SED	+60
		SWD	-8.8			SWD	-6

2	CAASPP Math Assessment: Distance from Standard (DFS) Source: CA School Dashboard	<table border="1"> <thead> <tr> <th colspan="2">2022-23 Math CAASPP</th> </tr> <tr> <th>Student Group</th> <th>DFS</th> </tr> </thead> <tbody> <tr> <td>All Students</td> <td>+39.8</td> </tr> <tr> <td>African American</td> <td>+43.2</td> </tr> <tr> <td>Hispanic</td> <td>+28.7</td> </tr> <tr> <td>White</td> <td>+39.3</td> </tr> <tr> <td>Two or More Races</td> <td>+29.3</td> </tr> <tr> <td>SED</td> <td>+28</td> </tr> <tr> <td>SWD</td> <td>-41.4</td> </tr> </tbody> </table>	2022-23 Math CAASPP		Student Group	DFS	All Students	+39.8	African American	+43.2	Hispanic	+28.7	White	+39.3	Two or More Races	+29.3	SED	+28	SWD	-41.4			<table border="1"> <thead> <tr> <th colspan="2">2023-24 Math CAASPP</th> </tr> <tr> <th>Student Group</th> <th>DFS</th> </tr> </thead> <tbody> <tr> <td>All Students</td> <td>+41</td> </tr> <tr> <td>African American</td> <td>+45</td> </tr> <tr> <td>Hispanic</td> <td>+30</td> </tr> <tr> <td>White</td> <td>+41</td> </tr> <tr> <td>Two or More Races</td> <td>+31</td> </tr> <tr> <td>SED</td> <td>+30</td> </tr> <tr> <td>SWD</td> <td>-38</td> </tr> </tbody> </table>	2023-24 Math CAASPP		Student Group	DFS	All Students	+41	African American	+45	Hispanic	+30	White	+41	Two or More Races	+31	SED	+30	SWD	-38	
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White	58.0%																																									
SED	53.0%																																									
4	% EL who made progress towards English Language Proficiency Source: ELPI – CA School Dashboard	60% Source: 2023 Dashboard			2023-24: 62% Source: 2024 Dashboard																																					
5	% students English Language Proficiency for Summative ELPAC Source: ELPAC website	2022-23: 44.83%			2023-24: 46%																																					
6	Reclassification Rate Source: Dataquest	2022-23: 6.1%			2023-24: 18%																																					
7	Attendance Rate Source: CALPADS	2022-23: 95%			2023-24: 95%																																					

8	Chronic Absenteeism Rates Source: Dataquest	<table border="1"> <thead> <tr> <th colspan="2">2022-23: Chronic Absenteeism</th> </tr> <tr> <th>Student Group</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>All Students</td> <td>10.6%</td> </tr> <tr> <td>African American</td> <td>2.7%</td> </tr> <tr> <td>Hispanic</td> <td>21.7%</td> </tr> <tr> <td>White</td> <td>9.2%</td> </tr> <tr> <td>Two or More Races</td> <td>9.8%</td> </tr> <tr> <td>EL</td> <td>11.4%</td> </tr> <tr> <td>SED</td> <td>10.5%</td> </tr> <tr> <td>SWD</td> <td>13.3%</td> </tr> </tbody> </table>	2022-23: Chronic Absenteeism		Student Group	Rate	All Students	10.6%	African American	2.7%	Hispanic	21.7%	White	9.2%	Two or More Races	9.8%	EL	11.4%	SED	10.5%	SWD	13.3%			<table border="1"> <thead> <tr> <th colspan="2">2023-24: Chronic Absenteeism</th> </tr> <tr> <th>Student Group</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>All Students</td> <td>7%</td> </tr> <tr> <td>African American</td> <td>5%</td> </tr> <tr> <td>Hispanic</td> <td>11%</td> </tr> <tr> <td>White</td> <td>7%</td> </tr> <tr> <td>Two or More Races</td> <td>7%</td> </tr> <tr> <td>EL</td> <td>9%</td> </tr> <tr> <td>SED</td> <td>9%</td> </tr> <tr> <td>SWD</td> <td>9%</td> </tr> </tbody> </table>	2023-24: Chronic Absenteeism		Student Group	Rate	All Students	7%	African American	5%	Hispanic	11%	White	7%	Two or More Races	7%	EL	9%	SED	9%	SWD	9%	
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11	Expulsion Rate Source: Dataquest	2022-23: 0%			2023-24: 0%																																									
12	% students participating in elective course or enrichment. Source: Master Schedule CALPADS	2023-24: 100%			2024-25: 100%																																									
13	% students participating in in all 5 Components of the	2022-23: 100%			2023-24: 100%																																									

	Physical Fitness Test (PFT): Grade 5 Source: SARC				
14	% students participating in in all 5 Components of the Physical Fitness Test (PFT): Grade 7 Source: SARC	2022-23: 94%			2023-24: 100%

NOTE: Elevate School currently serves grades K-8, therefore the following CDE LCAP required metrics do not apply:

- Priority 4:
 - % of pupils who complete courses that satisfy UC A-G
 - % of pupils who complete CTE course from approved pathways
 - % of pupils who have completed both A-G & CTE
 - % of pupils who pass AP exams with a score of 3 or higher.
 - % of pupils prepared for college by the EAP (gr 11 SBAC)
- Priority 5:
 - High School dropout rate
 - High School graduation rates

Goal Analysis for 2024-25

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

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Actions

Action #	Title	Description	Total Funds	Contributing
1	MEASURING STUDENT PROGRESS – ASSESSMENTS	<p>Elevate School administers academic universal screeners to establish baseline performance, identify gaps in learning, monitor student progress and develop annual growth targets.</p> <p>Students will be assessed using:</p> <ul style="list-style-type: none"> • iReady reading and math assessments for K-8 (3 times/year), • Illuminate benchmark assessments • Fountas & Pinnell Benchmark assessments (K-5) • BPST (K-5) • Sight Words (K-2) • Achieve 3000 Level Set – Lexile (Gr 3-8) • Writing benchmarks: 4 times/year <p>Educlimber is an interactive system that integrates whole child data into a single platform with built-in tools for intervention tracking, collaboration, effectiveness reporting, early warning, driving system-level improvement and to strengthen MTSS implementation. The Instructional Leadership Team will review and analyze data to inform instruction and professional learning needs.</p>	\$59,150	N

		<p>The State Board of Education (SBE) has approved Curriculum Associates iReady Assessments as a verified data source iReady 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, iReady reduces complexity, saves educators time, and makes differentiated instruction achievable in every classroom for each student. iReady provides user-friendly dashboards and reports with actionable data that provides teachers with a foundational understanding of each student’s strengths and areas of need. iReady’s online lessons provide tailored instruction and practice for each student to accelerate growth.</p>		
<p>2</p>	<p>ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING</p>	<p>Students will receive additional support from Rtl interventionists and Paraprofessionals that will provide tiered intervention through push-in and small group instruction. Students are identified based on universal screeners (see Goal 1, Action 1), and progress is monitored using these assessments Elevate uses an accelerated learning model for learning recovery resulting from the pandemic to address learning gaps resulting from military relocation, high transiency, and gaps in education.</p> <p>Students will utilize Achieve 3000, a supplemental online literacy intervention 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. Achieve 3000 allows for a systematic and flexible approach to measuring growth, forecasting performance, targeting instruction, and creating a culture of literacy that supports all students. In addition, Achieve 3000 supports students to continue to accelerate their literacy growth to be on track for academic success.</p> <p>To narrow achievement gaps, an afterschool Response to Intervention (Rtl) Program will be piloted for students in grades 2-5. 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>	<p>\$834,800</p>	<p>Y</p>

<p>3</p>	<p>ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS</p>	<p>Elevate School received a RED Performance level for the Chronic Absenteeism Indicator for the Hispanic student group. Although Chronic absenteeism rates declined schoolwide, for the Hispanic student group it increased from 16.7% to 21.7%. The Leadership Team conducted a needs assessment and root cause analysis to address this issue, however there were no identifiable patterns that emerged. For the Hispanic student group, we identified that when one student was absent, the remaining siblings were also absent; others were medically fragile, and other absences were due to medical appointments. For the upcoming school year, the leadership team will be communicating with families at the start of the school year to communicate the importance of daily attendance and its impact on student achievement. Elevate will also ensure that the Case manager connects with families especially those historically chronically absent and at-risk of chronic absenteeism.</p> <p>Elevate will also implement schoolwide attendance incentives and contests to engage the entire school community, with ongoing communication with families. Elevate will strengthen the school’s attendance policy which will be communicated to staff, families and students.</p> <p>Elevate is committed to providing social and emotional supports to address behavioral and 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 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 lead Leader in Me implementation in conjunction with SEL lessons. The Counselor will provide SEL counseling services for students and collaborate with the Dean of Students and MTSS Coordinator, utilizing EduClimber as part of the MTSS Framework. Our entire staff will be trained in Leader in Me, for schoolwide implementation. Leader in Me will help build leadership and life skills in students and staff, create a high-trust culture and accelerate academic achievement.</p>	<p>\$610,914</p>	<p>N</p>
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4	STRENGTHENING EL PROGRAM & SERVICES	<p>Elevate School will provide the following services to support English Learners (EL) with language acquisition. The ELD teacher (credentialed) will provide rigorous designated ELD, and tiered intervention and support for English Learners to support with language acquisition. In addition, ELs will be prioritized for afterschool tutoring (ELOP) to support EL in making progress with English language proficiency.</p> <p>Elevate School will implement Ellevation, an EL Program management solution to build the capacity of teachers to serve multi-lingual learners and empower students with the academic language to thrive. Ellevation provides high quality supplemental ELD program, ELPAC/ELPI Score analysis, EL/RFEP progress monitoring, reclassification workflows, and instructional planning initiatives that supports the language acquisition needs of LtELs. In addition, LtELs will be prioritized for tutoring services afterschool via the Expanded Learning Opportunities Program.</p> <p>Elevate School will continue to provide GLAD training for teachers. The Instructional Leadership Team will provide instructional coaching for teacher on strategies to support ELs with language acquisition.</p>	\$134,614	N
5	SERVICES TO SUPPORT SWD	<p>The action plan for Special Education emphasizes establishing effective systems and procedures to support the needs of students with special needs at our school. Our team will use several data points in areas such as student achievement, behavior and attendance records, and feedback from both staff and parents 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 teachers/staff in the school’s education program. 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 be reviewed annually and revised based on staff/parent input, to enable the SPED team to implement inclusive, equitable, research-based practices. Additionally, Special Education teachers will collaborate closely with General Education teachers to establish consistent protocols for modifying lessons,</p>	\$647,586	N

		implementing accommodations, and providing appropriate classroom support. Ongoing collaboration and analysis of data will ensure that our systems and procedures are responsive, efficient, and continuously refined to meet the unique needs of our special education students.		
6	BROAD COURSE OF STUDY	Elevate School will provide all students with a broad course of study (ELA, Math, Science, Social Studies, and Physical Education) including Art and STEAM courses during the instructional day. Teachers will also have access to Ellevation, that builds capacity to serve multilingual learners and empower students with the academic language necessary for success.	\$408,194	N

Goal

Goal #	Description	Type of Goal
2	Continue to provide educators and instructional support staff with robust professional learning opportunities to include the CA academic standards and in alignment with STEAM Project-based learning that encompasses relevant learning experiences, and instructional coaching to build growth, capacity, expertise and educator retention.	Broad

State Priorities addressed by this goal.

Priority 1: Basic

Priority 2: Implementation of the State Standards

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 #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 1 Outcome	Current Difference from Baseline
15	% teachers – fully credentialed & appropriately assigned. Source: CDE TAMO	2021-22: 84.7%			2022-23: 85.7%	
16	% students with access to standards-aligned materials. Source: Textbook Inventory/classroom observations	2023-24: 100%			2024-25: 100%	
17	Implementation of the State Academic content &	<u>2023-24</u> ELA: 5			<u>2024-25:</u> ELA: 5	

<p>performance standards for all students & enable ELs access.</p> <p><u>Rating Scale:</u> 1 - Exploration & Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 - Full Implementation & Sustainability</p> <p>Source: Priority 2 Self Reflection Tool - Local Indicator CA School Dashboard)</p>	<p>ELD: 4 Math: 5 Social Science: 5 Science: 5 CTE: NA Health: 4 PE: 5 VAPA: 5 World Language: N/A</p>			<p>ELD: 5 Math: 5 Social Science: 5 Science: 5 CTE: NA Health: 4 PE: 5 VAPA: 5 World Language: N/A</p>	
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Goal Analysis for 2024-25

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not applicable.

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.

Not applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not applicable.

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

Not applicable.

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.

Actions

Action #	Title	Description	Total Funds	Contributing
1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	<p>Elevate will employ an Executive Director and appropriately credentialed teachers that will serve 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 employ substitute teachers on staff to maintain continuity of instruction.</p> <p>Elevate will provide all students with 178 instructional days.</p> <p>All teachers will participate in eight days of intensive Summer Professional Development, to prepare for the 2024-25 school year, and an additional 4 non-instructional days and weekly Professional Development during the school year.</p>	\$2,646,141	N
2	PROFESSIONAL DEVELOPMENT	<p>Elevate School will provide all educators with robust professional development and Instructional coaching for the 2024-25 school year with a focus on supporting struggling learners specifically English Learners (EL) and Students with Disabilities (SWD) with academic discourse. This will ensure best practices are shared among grade levels and with the integration of Project-based Learning, that is student-controlled and student-focused. The Math Instructional Coach will provide coaching for math teachers in grade 3-8, lead professional development and conduct classroom observations, and feedback cycles.</p> <p>Elevate will add a Writing Instructional Coach to guide the Instructional Leadership team designing professional development for writing. The</p>	\$259,188	N

		<p>Special Education Consultant will assist in developing and facilitating SpED professional learning scope and sequence.</p> <p>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>		
3	CORE CURRICULAR PROGRAM NEEDS	Elevate School will provide all students with access to standards aligned curriculum and instructional materials for all disciplines. Annual purchases will be made as needed including consumables.	\$5,000	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.	\$52,000	N

Goal

Goal #	Description	Type of Goal
3	Engage parents as partners through education, communication, and collaboration that fosters strong relationships and community. Continue to strengthen relationship-centered student, family, and community engagement to build a positive and nurturing school environment, and our commitment to shared decision-making and participatory practices.	Broad

State Priorities addressed by this goal.

- Priority 1: Basic
- Priority 3: Parental Involvement & Family Engagement
- Priority 6: School Climate

An explanation of why the LEA has developed this goal.

Engaging families/parents is essential 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 #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 1 Outcome	Current Difference from Baseline
18	Facility Inspection Tool (FIT) Report Score Source: SARC	2023-24: Good			2024-25: Good	
19	Parent input in decision-making for UP & SWD. (Questions 9-12) <u>Rating Scale:</u> 1 - Exploration & Research Phase; 2 – Beginning Development; 3 – Initial Implementation;	<u>2023-24:</u> 9. 4 10.5 11.4 12.4			<u>2024-25:</u> 9. 5 10.5 11.4 12.4	

	<p>4 – Full Implementation; 5 - Full Implementation & Sustainability</p> <p>Source: Score - CDE Priority 3 Self-reflection tool.</p>				
20	<p>Parent participation in programs for Unduplicated Pupils & Students with Disabilities.</p> <p>(Questions 1-4)</p> <p><u>Rating Scale:</u> 1 - Exploration & Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 - Full Implementation & Sustainability</p> <p>Source: Score - CDE Priority 3 Self-reflection tool</p>	<p><u>2023-24:</u></p> <p>1. 4 2. 5 3. 5 4. 4</p>			<p><u>2024-25:</u></p> <p>1. 5 2. 5 3. 5 4. 4</p>
21	<p>Other Local Measure - Student Survey: Sense of safety & school connectedness</p> <p>Source: Local Survey</p>	<p><u>2023-24:</u></p> <p>95% Sense of Safety 91% School connectedness</p>			<p><u>2024-25:</u></p> <p>>90% Sense of Safety >90% School connectedness</p>
22	<p>Other Local Measure - Parent Survey: Sense of safety & school connectedness.</p> <p>Source: Local Survey</p>	<p><u>2023-24:</u></p> <p>97% Sense of Safety 99% School connectedness</p>			<p><u>2024-25:</u></p> <p>>90% Sense of Safety >90% School connectedness</p>
23	<p>Other Local Measure - Staff Survey: Sense of</p>	<p><u>2023-24:</u></p>			<p><u>2024-25:</u></p>

	safety & school connectedness Source: Local Survey	80% Sense of Safety 98% School connectedness			85% Sense of Safety >90% School connectedness	
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Goal Analysis for 2024-25

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

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Actions

Action #	Title	Description	Total Funds	Contributing
1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	<p>Ensuring a safe, welcoming, and positive school climate is essential 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 Lighthouse Team (K-5), and ASB/Lighthouse Team for (6-8). Students will participate in learning opportunities through field trips; exhibitions through student-led conferences showcasing their work during the year, that will deepen student engagement and motivation.</p> <p>Elevate will continue to promote cross-campus student activities and opportunities that promote school pride, engagement and community building.</p> <p>The School Safety Plan will be reviewed, revised and discussed staffwide including emergency drills that will take place, school supervision staff, implementation of Raptor Visitor Management System. Hearing and vision screenings will be provided as required by state law.</p>	\$302,858	N
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) <p>Interpreter services will be made available upon request.</p>	\$1,500	N
3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT	<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>	\$59,808	N

	<p>ENGAGEMENT & PARTICIPATION</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 and attendance.</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 • 7 Habits • Social emotional supports • Academic supports at home • Community building – equity lens • How to support your teen • Other topics as requested <p>The Leadership Team & Parent Engagement Coordinator will host Military Coffees; Coffee/Dessert with the Directors; and host schoolwide events to bring families together (Family Art & STEAM Nights; Family Movie Night; and Family PE Days).</p> <p>Currently, Elevate School does not have a language group that meets the “15% and above” translation needs. All correspondence sent to families/guardians will be provided in English and translated upon request. Interpreter services will be made available upon request.</p>		
<p>4</p>	<p>MAINTAINING SAFE & CLEAN SCHOOL FACILITIES</p>	<p>Elevate School strives to provide all students and staff with safe and clean school facilities.</p> <p>Annually, Elevate School will complete the Facility Inspection Tool (FIT) report for each site. Results will be reported annually on the SARC, Local Indicators Report and LCAP. Issues and/or findings will be addressed in a timely manner.</p>	<p>\$618,147</p>	<p>N</p>

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2024-25

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$436,107	\$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
8.82%	0%	\$	8.82%

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

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1, Action 2	As measured by ELA and Math CAASPP assessments – most student groups declined in academic performance as measured by the ELA and Math CAASPP Assessment from 2022 to 2023 as evidenced in the following charts (Distance from Standard). Of concern is the decline in performance by the English Learner (EL), Socioeconomically Disadvantaged (SED) and Students with Disabilities (SWD) student groups.	Students will receive additional support from Rtl interventionists and Paraprofessionals that will provide tiered intervention through push-in and small group instruction. Students with additional attention devoted to Unduplicated Pupils are identified based on universal screeners (see Goal 1, Action 1), and progress is monitored using these assessments Elevate uses an accelerated learning model for learning recovery resulting from the pandemic to address learning gaps resulting from military relocation, high transiency,	The metrics that will be used to monitor effectiveness are: <ul style="list-style-type: none"> #1 CAASPP ELA Assessment: Distance from Standard (DFS) #2: CAASPP Math Assessment: Distance from Standard (DFS)

There is a need to strengthen and expand academic support and interventions to improve student academic performance and narrow achievement gaps.

ELA CAASPP	2022	2023
Student Group	DFS	DFS
All Students	+83.9	+77.1
English Learners	+61.4	+47.8
SED	+72.7	+58.7
SWD	+16.2	-8.8
African American	+80.4	+77.1
Hispanic	+75.7	+63
White	+85.6	+74.8
Two or More Races	+80.2	+77.7

(Source: CA School Dashboard)

Math CAASPP	2022	2023
Student Group	DFS	DFS
All Students	+51.7	+39.8
English Learners	+33.5	+23.1
SED	+36.9	+28
SWD	-38.7	-41.4
African American	+43	+43.2
Hispanic	+42.2	+28.7
White	+59.2	+39.3
Two or More Races	+41.1	+29.3

(Source: CA School Dashboard)

and gaps in education. To narrow achievement gaps, an afterschool Response to Intervention (Rtl) Program will be piloted for students in grades 2-5.

Students will utilize Achieve 3000, a supplemental online literacy intervention 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. Achieve 3000 allows for a systematic and flexible approach to measuring growth, forecasting performance, targeting instruction, and creating a culture of literacy that supports all students. In addition, Achieve 3000 supports students to continue to accelerate their literacy growth to be on track for academic success.

We anticipate this action will significantly improve student performance on the CAASPP especially among Unduplicated Pupils. However, this action will be provided on a schoolwide basis because all students performing below grade level can benefit from opportunities to improve in literacy and math skills to gain grade level mastery.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
N/A	Not applicable	Not applicable	Not applicable

For any limited 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, as applicable.

Not applicable

Additional Concentration Grant Funding

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.

Not applicable

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	Not applicable to charter schools	Not applicable to charter schools
Staff-to-student ratio of certificated staff providing direct services to students	Not applicable to charter schools	Not applicable to charter schools

2023-24 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	\$ 6,254,652.56	\$ 5,517,932.64

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	\$ 2,475,185	\$ 1,979,213
1	2	MEASURING STUDENT PROGRESS - ASSESSMENTS	No	\$ 59,284	\$ 31,133
1	3	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	Yes	\$ 312,964	\$ 283,155
1	3	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	No	\$ 239,540	\$ 286,170
1	4	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	No	\$ 527,366	\$ 546,489
1	5	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	No	\$ 561,152	\$ 578,431
1	6	SERVICES TO SUPPORT SWD	No	\$ 882,608	\$ 795,045
2	1	PROFESSIONAL DEVELOPMENT	No	\$ 249,251	\$ 199,400
2	2	STRENGTHENING EL PROGRAM & SERVICES	Yes	\$ 123,346	\$ 123,346
2	3	CORE CURRICULAR PROGRAM NEEDS	No	\$ 2,204	\$ 2,365
2	4	CLOSING THE DIGITAL DIVIDE	No	\$ 96,100	\$ 96,631
2	5	BROAD COURSE OF STUDY	No	\$ 418,469	\$ 298,903
3	1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	No	\$ 245,477	\$ 235,175
3	2	PARENT INPUT IN DECISION-MAKING	No	\$ 1,500	\$ -
3	3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	No	\$ 60,207	\$ 62,476

2023-24 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)
\$ 411,403	\$ 436,310	\$ 415,439	\$ 20,871	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)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	3	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	Yes	\$ 312,964	\$ 292,093.04	0.00%	0.00%
2	2	STRENGTHENING EL PROGRAM & SERVICES	Yes	\$ 123,346	\$ 123,345.86	0.00%	0.00%

2023-24 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)
\$ 4,699,133	\$ 411,403	0.00%	8.75%	\$ 415,439	0.00%	8.84%	\$0.00 - No Carryover	0.00% - No Carryover

2024-25 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2024-25	\$ 4,942,279	\$ 436,107	8.824%	0.000%	8.824%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$ 5,347,810	\$ 757,563	\$ 385,495	\$ 149,032	\$ 6,639,899.63	\$ 4,993,228	\$ 1,646,671

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	MEASURING STUDENT PROGRESS – ASSESSMENTS	All	No	Schoolwide		All	Ongoing	\$ -	\$ 59,150	\$ 59,150	\$ -	\$ -	\$ -	\$ 59,150	0.000%
1	2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	All	Yes	Schoolwide	All	All	Ongoing	\$ 436,107	\$ -	\$ 436,107	\$ -	\$ -	\$ -	\$ 436,107	0.000%
1	2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	All	No	Schoolwide		All	Ongoing	\$ 263,190	\$ 135,503	\$ 16,500	\$ 307,271	\$ -	\$74,922	\$ 398,693	0.000%
1	3	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	All	No	Schoolwide		All	Ongoing	\$ 597,914	\$ 13,000	\$ 400,783	\$ 210,131	\$ -	\$ -	\$ 610,914	0.000%
1	4	STRENGTHENING EL PROGRAM & SERVICES	All	No	Schoolwide		All	Ongoing	\$ 109,614	\$ 25,000	\$ 134,614	\$ -	\$ -	\$ -	\$ 134,614	0.000%
1	5	SERVICES TO SUPPORT SWD	All	No	Schoolwide		All	Ongoing	\$ 459,786	\$ 187,800	\$ 187,981	\$ -	\$ 385,495	\$74,110	\$ 647,586	0.000%
1	6	BROAD COURSE OF STUDY	All	No	Schoolwide		All	Ongoing	\$ 378,194	\$ 30,000	\$ 329,746	\$ 78,448	\$ -	\$ -	\$ 408,194	0.000%
2	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	SPED	No	Schoolwide		All	Ongoing	\$ 2,521,428	\$ 124,713	\$ 2,521,428	\$ 124,713	\$ -	\$ -	\$ 2,646,141	0.000%
2	2	PROFESSIONAL DEVELOPMENT	All	No	Schoolwide		All	Ongoing	\$ 179,688	\$ 79,500	\$ 222,188	\$ 37,000	\$ -	\$ -	\$ 259,188	0.000%
2	3	CORE CURRICULAR PROGRAM NEEDS	All	No	Schoolwide		All	Ongoing		\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	0.000%
2	4	CLOSING THE DIGITAL DIVIDE	All	No	Schoolwide		All	Ongoing	\$ -	\$ 52,000	\$ 52,000	\$ -	\$ -	\$ -	\$ 52,000	0.000%
3	1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	All	No	Schoolwide		All	Ongoing	\$ -	\$ 302,858	\$ 302,858	\$ -	\$ -	\$ -	\$ 302,858	0.000%
3	2	PARENT INPUT IN DECISION-MAKING	All	No	Schoolwide		All	Ongoing	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500	0.000%
3	3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	All	No	Schoolwide		All	Ongoing	\$ 47,308	\$ 12,500	\$ 59,808	\$ -	\$ -	\$ -	\$ 59,808	0.000%
3	4	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	All	No	Schoolwide		All	Ongoing	\$ -	\$ 618,147	\$ 618,147	\$ -	\$ -	\$ -	\$ 618,147	0.000%

2024-25 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
\$ 4,942,279	\$ 436,107	8.824%	0.000%	8.824%	\$ 436,107	0.000%	8.824%	Total:	\$ 436,107
								LEA-wide Total:	\$ -
								Limited Total:	\$ -
								Schoolwide Total:	\$ 436,107

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1	MEASURING STUDENT PROGRESS – ASSESSMENTS	No	Schoolwide		All	\$ -	0.000%
1	2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	Yes	Schoolwide	All	All	\$ 436,107	0.000%
1	2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	No	Schoolwide		All	\$ -	0.000%
1	3	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	No	Schoolwide		All	\$ -	0.000%
1	4	STRENGTHENING EL PROGRAM & SERVICES	No	Schoolwide		All	\$ -	0.000%
1	5	SERVICES TO SUPPORT SWD	No	Schoolwide		All	\$ -	0.000%
1	6	BROAD COURSE OF STUDY	No	Schoolwide		All	\$ -	0.000%
2	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	No	Schoolwide		All	\$ -	0.000%
2	2	PROFESSIONAL DEVELOPMENT	No	Schoolwide		All	\$ -	0.000%
2	3	CORE CURRICULAR PROGRAM NEEDS	No	Schoolwide		All	\$ -	0.000%
2	4	CLOSING THE DIGITAL DIVIDE	No	Schoolwide		All	\$ -	0.000%
3	1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING	No	Schoolwide		All	\$ -	0.000%
3	2	PARENT INPUT IN DECISION-MAKING	No	Schoolwide		All	\$ -	0.000%
3	3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	No	Schoolwide		All	\$ -	0.000%
3	4	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	No	Schoolwide		All	\$ -	0.000%

Local Control and Accountability Plan 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, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (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 the nature of some LCAP template sections 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, including long-term 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]).
 - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

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 must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (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 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

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 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 which, based on research, experience, and input gathered from educational partners, the LEA believes 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 document. Additionally, the beginning of each template section includes information emphasizing the purpose that 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 present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

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

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, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

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

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

- Identify the schools within the LEA that have been identified 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.

- 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

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

- 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, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, 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 to 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.

Requirements

School districts and COEs: *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. 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.

Charter schools: *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,

- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

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. 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 [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);
 - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:**Educational Partners**

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it 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.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- 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. 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.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is 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 target 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
- Analysis of effectiveness of the specific actions to achieve the goal
- Analysis of material differences in expenditures
- Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
- Analysis 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 must 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 must 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. As previously stated, 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, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **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.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in EC sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of EC sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

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.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An 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.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
 - (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
 - An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An 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.
- In addition to this information, the LEA must also identify:

- The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad 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.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An 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

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.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- 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 local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
 - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
 - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - Use the most recent data associated with the 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 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (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.
 - Indicate the school year to which the baseline data applies.
 - The baseline data must remain unchanged throughout the three-year LCAP.

- This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
- If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.

- Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

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

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion 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.

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.

- 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.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - 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.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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

- 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.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased 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 contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations, Title 5 [5 CCR] Section 15496* in the Increased or Improved Services section of the LCAP.

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.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:

- Language acquisition programs, as defined in *EC* Section 306, provided to students, and
- Professional development for teachers.
- If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - These required actions will be effective for the three-year LCAP cycle.

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 as defined in *EC* Section 42238.02 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.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the

increase in funding it receives based on the number and concentration of unduplicated students in the LEA (EC Section 42238.07[a][1], EC Section 52064[b][8][B]; 5 CCR Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

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 identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all 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 increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total 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 foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- 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 LEA's 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:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, 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 increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited 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, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- 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, based on the LEA's current pay scale, 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 Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

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 a single-school LEA or 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 Total Planned Expenditures 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 Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover 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 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures 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 estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

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

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated 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 requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- 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.
 - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **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, based on the LEA’s current pay scale, 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 Services 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 estimated based on 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 estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **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 plus 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).

Coversheet

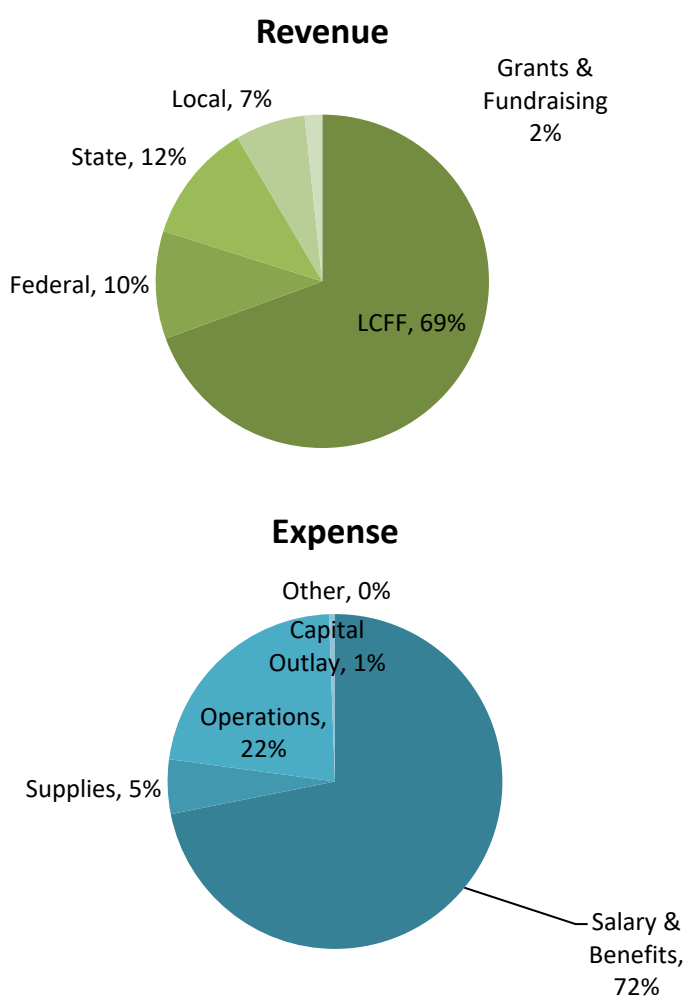
Approve of the 2024-25 Budget

Section: II. Agenda Items
Item: E. Approve of the 2024-25 Budget
Purpose: Vote
Submitted by:
Related Material: 24-25 EE Budget - Summary.pdf
FY25 EE SDUSD Budget Template.pdf

ELEVATE SCHOOL
Budget Summary
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	2023-24	2024-25 Forecast
Total Enrollment	470	486
ADA	451.00	464.13
% Free and Reduced	39%	39%
% English Language Learners	8%	8%
% Unduplicated Low Income, EL, Foster Youth	47%	47%
INCOME		
8011-8098 · Local Control Funding Formula Sources	5,110,536	5,368,532
8100-8299 · Federal Revenue	1,030,413	809,170
8300-8599 · Other State Revenue	666,634	899,728
8600-8799 · Other Local Revenue	517,719	525,499
Grants/Fundraising	112,260	131,559
8999 · Other Prior Year Adjustment	-	-
TOTAL INCOME	7,437,563	7,734,488
EXPENSE		
1000 · Certificated Salaries	3,120,122	3,360,837
2000 · Classified Salaries	959,975	911,376
3000 · Employee Benefits	1,165,305	1,269,475
4000 · Supplies	433,809	405,498
5000 · Operating Services	1,687,803	1,718,918
6000 · Capital Outlay	47,843	44,626
7000 · Other Outgo	-	-
TOTAL EXPENSE	7,414,858	7,710,731
NET INCOME	22,704	23,757
Ending Cash Balance	2,997,708	2,597,444

2024-25 Revenue and Expense By Category



Charter School Preliminary Budget FY 2024-2025

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	486
ADA Rate	95.50%
Projected ADA	464.13
Projected Unduplicated Pupil Count	229.00

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	1,066,701		1,066,701
Education Protection Account State Aid (EPA) - CY (Res 1400)	8012	92,826		92,826
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	4,209,005		4,209,005
Other LCFF Transfers	8091, 8097			-
Total, LCFF Sources		5,368,532	-	5,368,532
2. Federal Revenues (8100-8299)				
ESEA (ESSA), Title I, Part A, Basic Grants Low-Income and Neglected (Res 3010)	8290		55,513	55,513
ESEA (ESSA): Title II, Part A, Improving Teacher Quality Program (Res 4035)	8290		9,409	9,409
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		75,557	75,557
Fed Sp Ed, IDEA Mental Health Allocation Plan, Part B, Sec 611 (Res 3327)	8182			-
Child Nutrition - Federal (NSLP) (Res 5310 and others)	8220		143,691	143,691
Maintenance and Operations (Public Law 81-874) (Res 0000)	8110			-
Other Federal Revenues (All other resources not reported separately)	8100-8299	465,000	50,000	515,000
Total - Federal Revenues		465,000	344,170	809,170
3. Other State Revenues (8300-8599)				
State Special Education (Res 6500)	8792		411,869	411,869
State Special Education Mental Health Services (Res 6512)	8590		37,557	37,557
Mandate Block Grant (Res 0000)	8550	9,048		9,048
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	85,803		85,803
Lottery, Restricted - Prop 20 (Res 6300)	8560		34,903	34,903
Proposition 39 - California Clean Energy Jobs Act (Res 6230)	8590			-
Other State Revenues (All other resources not reported separately)	8300-8599		732,417	732,417
Total - Other State Revenues		94,851	1,216,746	1,311,597
4. Local Revenue (8600-8799)				
All Local Revenues	8600-8799	245,189	-	245,189
Total - Local Revenues		245,189	-	245,189
5. TOTAL REVENUES		6,173,572	1,560,916	7,734,488
B. EXPENDITURES AND OTHER OUTGO (1000-7499)				
1. Certificated Salaries				
Teachers' Salaries	1100	2,262,929	206,187	2,469,116
Pupil Support Salaries	1200	131,404	124,737	256,141
Supervisors' and Administrators' Salaries	1300	331,736	215,698	547,434
Other Certificated Salaries	1900	88,146		88,146
Total, Certificated Salaries		2,814,215	546,622	3,360,837
2. Classified Salaries				
Instructional Salaries	2100	125,806	329,078	454,884
Support Salaries	2200	50,268	43,127	93,395
Supervisors' and Administrators' Salaries	2300	149,470		149,470
Clerical and Office Salaries	2400	213,627		213,627
Other Classified Salaries	2900			-
Total, Classified Salaries		539,171	372,205	911,376
3. Employee Benefits				
STRS	3101-3102	537,515	104,405	641,920
PERS	3201-3202			-
OASDI/Medicare (Social Security)	3301-3302	82,054	36,400	118,454
Health and Welfare Benefits	3401-3402	433,766		433,766
Unemployment Insurance	3501-3502	1,677	457	2,134
Workers' Compensation Insurance	3601-3602	59,530		59,530
OPEB, Allocated	3701-3702			-
OPEB, Active Employees	3751-3752			-
Other Employee Benefits	3901-3902	13,671		13,671
Total, Employee Benefits		1,128,213	141,262	1,269,475

Charter School Preliminary Budget FY 2024-2025

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	486
ADA Rate	95.50%
Projected ADA	464.13
Projected Unduplicated Pupil Count	229.00

Description	Object Code	Unrestricted Budget	Restricted Budget	Total Budget
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	47,644		47,644
Books and Other Reference Materials	4200	8,018	4,761	12,779
Materials and Supplies	4300	134,441	30,142	164,583
Non-capitalized Equipment	4400	43,118		43,118
Food (Food used in food-service activities for which the purpose is nutrition)	4700		137,374	137,374
Total, Books and Supplies		233,221	172,277	405,498
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			-
Travel and Conferences	5200	10,753		10,753
Dues and Memberships	5300	23,430		23,430
Insurance	5400	39,532		39,532
Operations and Housekeeping Services	5500	81,466		81,466
Rentals,Leases,Repairs,and Noncapitalized Improvements	5600	589,326		589,326
Transfer of Direct Costs (<i>MUST net to zero</i>)	5700			-
Prof/Consulting Svcs and Operating Expend (<i>Include District Oversight</i>)	5800	481,850	423,620	905,470
Communications	5900	68,942		68,942
Total, Services and Other Operating Expenditures		1,295,299	423,620	1,718,919
6. Capital Outlay				
Depreciation Expense (See Sections G.9 & F.2.a)	6900	44,626		44,626
Total, Capital Outlay		44,626	-	44,626
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 (<i>MUST net to zero</i>)	7300-7399			-
Debt Service - Interest	7430-7439			-
Debt Service - Principal (FOR MODIFIED ACCRUAL BASIS ONLY)	7439			-
Total, Other Outgo		-	-	-
8. TOTAL EXPENDITURES		6,054,745	1,655,986	7,710,731
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		118,827	(95,070)	23,757
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 (<i>MUST net to zero</i>) (<i>Include contribution to the unfunded cost of Special Education</i>)	8980-8999	(95,070)	95,070	-
4. TOTAL OTHER FINANCING SOURCES/USES		(95,070)	95,070	-
E. NET INCREASE (DECREASE) IN FUND BALANCE/NET POSITION (C + D.4.)		23,757	-	23,757
F. FUND BALANCE/NET POSITION				
1. Beginning Fund Balance/Net Position				
a. July 1 (Projected Ending Fund Balance for FY ending 06/30/24)	9791	2,563,568	61,669	2,625,237
b. Adjustments/Restatements	9793, 9795			-
c. Adjusted Beginning Fund Balance/Net Position		2,563,568	61,669	2,625,237
2. Projected Ending Fund Balance/Net Position, June 30 (E + F.1.c.)		2,587,325	61,669	2,648,994
Components of Ending Net Position				
a. Net Investment in Capital Assets (<i>See Sections B.6 and G.9</i>)	9796			-
b. Restricted Net Position	9797			-
c. Unrestricted Net Position	9791			-

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:

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Description	Object Code	Estimated Actual for FY Ending 6/30/24 (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
A. REVENUES (8000-8799)						
1. Local Control Funding Formula (LCFF) Sources - (8011-8097)						
LCFF State Aid - Current Year (CY) (Res 0000)	8011	1,311,952	1,066,701	\$ (245,251)	-19%	Increase in ILPT revenue
Education Protection Account State Aid (EPA) - CY (Res 1400)	8012	90,200	92,826	\$ 2,626	3%	
State Aid - Prior Years (LCFF State Aid and EPA) (Res 0000 and Res 1400)	8019	(37,261)	-	\$ 37,261	-100%	Prior adjustment
Transfers to Charter Schools In Lieu of Property Taxes - CY & PY (Res 0000)	8096	3,745,645	4,209,005	\$ 463,360	12%	Increase in enrollment
Other LCFF Transfers	8091, 8097	-	-	\$ -	0%	
Total, LCFF Sources		5,110,536	5,368,532	\$ 257,996	5%	
2. Federal Revenues (8100-8299)						
ESEA (ESSA), Title I, Part A, Basic Grants Low-Income and Neglected (Res 3010)	8290	55,513	55,513	\$ -	0%	
ESEA (ESSA): Title II, Part A, Improving Teacher Quality Program (Res 4035)	8290	9,409	9,409	\$ -	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	74,110	75,557	\$ 1,447	2%	
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	138,162	143,691	\$ 5,529	4%	
Maintenance and Operations (Public Law 81-874) (Res 0000)	8110	-	-	\$ -	0%	
Other Federal Revenues (All other resources not reported separately)	8100-8299	743,219	515,000	\$ (228,219)	-31%	Fully expended one-time revenue
Total - Federal Revenues		1,030,413	809,170	\$ (221,243)	-21%	
3. Other State Revenues (8300-8599)						
State Special Education (Res 6500)	8792	404,089	411,869	\$ 7,780	2%	
State Special Education Mental Health Services (Res 6512)	8590	35,427	37,557	\$ 2,130	6%	
Mandate Block Grant (Res 0000)	8550	8,690	9,048	\$ 358	4%	
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	83,295	85,803	\$ 2,508	3%	
Lottery, Restricted - Prop 20 (Res 6300)	8560	33,883	34,903	\$ 1,020	3%	
Proposition 39 - California Clean Energy Jobs Act (Res 6230)	8590	-	-	\$ -	0%	
Other State Revenues (All other resources not reported separately)	8300-8599	505,340	732,417	\$ 227,077	45%	Increase in one-time revenue
Total - Other State Revenues		1,070,724	1,311,597	\$ 240,873	22%	
4. Local Revenue (8600-8799)						
All Local Revenues	8600-8799	225,890	245,189	\$ 19,299	9%	
Total - Local Revenues		225,890	245,189	\$ 19,299	9%	
5. TOTAL REVENUES						
		7,437,563	7,734,488	\$ 296,925	4%	
B. EXPENDITURES AND OTHER OUTGO (1000-7499)						
1. Certificated Salaries						
Teachers' Salaries	1100	2,089,227	2,469,116	\$ 379,889	18%	New position and salary increases
Pupil Support Salaries	1200	200,207	256,141	\$ 55,934	28%	Adjustments to positions
Supervisors' and Administrators' Salaries	1300	768,530	547,434	\$ (221,096)	-29%	Adjustments to positions
Other Certificated Salaries	1900	62,158	88,146	\$ 25,988	42%	New position and salary increases
Total, Certificated Salaries		3,120,122	3,360,837	\$ 240,715	8%	

PY ESTIMATED ACTUALS vs CY BUDGET

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Description	Object Code	Estimated Actual for FY Ending 6/30/24 (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
2. Classified Salaries						
Instructional Salaries	2100	513,682	454,884	\$ (58,798)	-11%	Adjustments to positions
Support Salaries	2200	62,096	93,395	\$ 31,299	50%	Adjustments to positions
Supervisors' and Administrators' Salaries	2300	88,640	149,470	\$ 60,830	69%	Adjustments to positions
Clerical and Office Salaries	2400	292,918	213,627	\$ (79,291)	-27%	Adjustments to positions
Other Classified Salaries	2900	2,639	-	\$ (2,639)	-100%	Adjustments to positions
Total, Classified Salaries		959,975	911,376	\$ (48,599)	-5%	
3. Employee Benefits						
STRS	3101-3102	576,901	641,920	\$ 65,019	11%	Increase in certificated salaries
PERS	3201-3202	-	-	\$ -	0%	
OASDI/Medicare (Social Security)	3301-3302	115,917	118,454	\$ 2,537	2%	
Health and Welfare Benefits	3401-3402	410,032	433,766	\$ 23,734	6%	
Unemployment Insurance	3501-3502	2,011	2,134	\$ 123	6%	
Workers' Compensation Insurance	3601-3602	54,666	59,530	\$ 4,864	9%	
OPEB, Allocated	3701-3702	-	-	\$ -	0%	
OPEB, Active Employees	3751-3752	-	-	\$ -	0%	
Other Employee Benefits	3901-3902	5,778	13,671	\$ 7,893	137%	Increase to benefits
Total, Employee Benefits		1,165,305	1,269,475	\$ 104,170	9%	
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	55,837	47,644	\$ (8,193)	-15%	Reduction in federal one-time funds
Books and Other Reference Materials	4200	12,359	12,779	\$ 420	3%	
Materials and Supplies	4300	158,207	164,583	\$ 6,376	4%	
Non-capitalized Equipment	4400	40,318	43,118	\$ 2,800	7%	
Food (Food used in food-service activities for which the purpose is nutrition)	4700	167,088	137,374	\$ (29,714)	-18%	Reduction in one-time KIT funds
Total, Books and Supplies		433,809	405,498	\$ (28,311)	-7%	
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	-	-	\$ -	0%	
Travel and Conferences	5200	10,357	10,753	\$ 396	4%	
Dues and Memberships	5300	23,047	23,430	\$ 383	2%	
Insurance	5400	40,000	39,532	\$ (468)	-1%	
Operations and Housekeeping Services	5500	80,387	81,466	\$ 1,079	1%	
Rentals,Leases,Repairs,and Noncapitalized Improvements	5600	604,557	589,326	\$ (15,231)	-3%	
Transfer of Direct Costs (MUST net to zero)	5700	-	-	\$ -	0%	
Prof/Consulting Svcs and Operating Expend (Include District Oversight)	5800	861,679	905,470	\$ 43,791	5%	
Communications	5900	67,776	68,942	\$ 1,166	2%	
Total, Services and Other Operating Expenditures		1,687,803	1,718,919	\$ 31,116	2%	
6. Capital Outlay						
Depreciation Expense (See Sections G.9 & F.2.a)	6900	47,845	44,626	\$ (3,219)	-7%	
Total, Capital Outlay		47,845	44,626	\$ (3,219)	-7%	
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%	

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Description	Object Code	Estimated Actual for FY Ending 6/30/24 (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
8. TOTAL EXPENDITURES		7,414,859	7,710,731	\$ 295,872	4%	

PY ESTIMATED ACTUALS vs CY BUDGET

Charter School Name:	Elevate School
CDS #:	37-68338-129395
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Description	Object Code	Estimated Actual for FY Ending 6/30/24 (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)		22,704	23,757	\$ 1,053	5%	
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.)		22,704	23,757	\$ 1,053	5%	
F. FUND BALANCE/NET POSITION						
1. Beginning Fund Balance/Net Position						
a. July 1 (Projected Ending Fund Balance for FY ending 06/30/24)	9791	2,974,871	2,625,237	\$ (349,634)	-12%	
b. Adjustments/Restatements	9793, 9795		-	\$ -	0%	
c. Adjusted Beginning Fund Balance/Net Position		2,974,871	2,625,237	\$ (349,634)	-12%	
2. Projected Ending Fund Balance/Net Position, June 30 (E + F.1.c.)		2,997,575	2,648,994	\$ (348,581)	-12%	
Components of Ending Net Position						
a. Net Investment in Capital Assets (<i>See Sections B.6 and G.9</i>)	9796		-	\$ -	0%	
b. Restricted Net Position	9797		-	\$ -	0%	
c. Unrestricted Net Position	9791		-	\$ -	0%	

Net Operating Profit (Revenue > Expenses)	MET	MET
Required Unrestricted Fund Balance (3% of expenses)	222,446	231,322
Reserve for Economic Uncertainty	MET	MET

Coversheet

Approve 24-25 EPA Spending Plan

Section: II. Agenda Items
Item: F. Approve 24-25 EPA Spending Plan
Purpose: Vote
Submitted by:
Related Material: EE EPA 24-25 Spending Plan.pdf

Elevate School

2024-25 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 **\$93,013**, which will be used to support teacher salaries and benefits.

Coversheet

Approve BP3002 Elevate School Investment Policy

Section: II. Agenda Items
Item: G. Approve BP3002 Elevate School Investment Policy
Purpose: Vote
Submitted by:
Related Material:
BP 3002 Elevate School Investment Policy - BP 3002_ Elevate School Investment Policy.pdf

Board Policy #: BP3002

Adopted/Ratified:

Revision Date: N/A



Inspiring tomorrow's innovators & leaders

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San Diego, CA 92123

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email: info@elevateschool.com

Elevate School Investment Policy

Purpose & Scope

The purpose of this Investment Policy is to provide a clear statement of the overall investment objectives, policies and guidelines for Elevate School (the "School") and to govern the activities related to the management of School investment portfolios. The provision of this policy shall apply to all funds invested by the School.

Definition of Duties

The Policy is designed to:

1. Designate responsibility for investing and reporting and provide appropriate authorizations to those individuals;
2. Provide investment parameters and limitations;
3. Ensure safety of invested funds;
4. Ensure sufficient liquidity to meet future cash flow requirements; and
5. Attain a prudent yield, consistent with the aforementioned requirements.

The following designees are assigned to certain roles and responsibilities:

- Finance Task Force: The members of the Finance Task Force are responsible to supervise and direct the operations of the investments. They shall have the responsibility for all decisions and activities performed under this Policy. The Executive Director shall have the authority to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio and to implement this Investment Policy. The Finance Task Force shall also report to the Elevate School Board of Directors on the status of the Investments on an annual basis.

Objective

To set forth the purpose, goals and guidelines regarding the investment of operating funds for the School. These funds are to be invested in a manner that:

- Preserves capital
- Provides liquidity
- Maintains appropriate diversification
- Generates returns relative to these guidelines and prevailing market conditions

Strategic Asset Allocation Framework

At all times, the School shall invest, reinvest, purchase, acquire, exchange, sell, and manage assets of the School pursuant to the requirements of Government Code Section 53600 et. seq.

The School's investment portfolio shall be maintained in a manner that minimizes risk of the invested capital. These risks include credit risk, interest rate risk and concentration risk (e.g. geographic; asset class; industry; etc.) The portfolio shall also generate a reasonable return given the risk and liquidity guidelines. The primary goal of the Policy and all investments governed by it is to support the current operations of the School, to preserve and provide long- term growth of the investments. To accomplish this, funds will be segregated into three categories:

- **Unrestricted Cash Account:** The primary objective of this account is to meet the day-to-day operational needs of the School. The Executive Director shall have the authority to transfer these funds as needed to the School's operating accounts in order to meet daily operational needs. All funds in this account should be invested for capital preservation and liquidity.
- **Restricted Cash Account:** The primary objective of this account is to fund special projects and unforeseen or unplanned expenditures, as deemed by the Board. This is a Board-Designated Account or a Donor-Restricted Account. Donor-Restricted funds are contributions earmarked for specific purposes identified by the donor, whereas Board-Designated funds are controlled by the Board.
- **Long-Term Investment Portfolio:** The primary objective of this account is to achieve long-term (5 to 10 years) growth of principal while minimizing risk. The volatility of the portfolio should be consistent with the School's investment approach, asset allocation, the volatility of the comparable market index, and the long-term strategy for growth.

Investment Objectives

The School's primary investment objectives, in order of priority, are:

1. Safety - the preservation of principal

Preservation of principal is the foremost objective of the investment program.

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit or default risk, interest rate risk, and market risk, as summarized below.

- a. Credit or Default Risk – The risk of loss due to the failure of the security issuer and/or guarantor, or backer, may be mitigated by:
 - i. Limiting purchases to the safest types of investments,
 - ii. Diversifying the investment portfolio among a variety of securities offering independent returns to minimize any potential losses on individual securities,
 - iii. Avoiding the concentration of investments in any one specific security type or asset class, in any one financial institution, or in any one specific geographic area or industry,
 - iv. Pre-qualifying financial institutions, brokers/dealers, intermediaries, and advisers with which the School does business and ensuring competitive transaction pricing.
- b. Interest Rate Risk – The risk that the market value of securities will fall as interest rates rise in the general market may be mitigated by:
 - i. Holding individual securities to maturity: i.e. structuring the investment portfolio to match the timing of cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;
 - ii. Employing a laddering strategy: i.e. staggering maturities of individual securities to provide incremental liquidity over a time horizon;
 - iii. Investing an appropriate level of operating funds in money market mutual funds, or similar investment pools, which provide for same or next day access to cash.
- c. Market Risk - The risk of market value fluctuations or volatility may be mitigated by:
 - i. Maintaining a conservative low-risk tolerance portfolio;
 - ii. Purchasing securities which are readily tradable in active secondary markets, rather than in thinly traded markets;
 - iii. Maintaining prudent duration levels;

- iv. Staggering investment maturity dates over a desired overall duration target.
2. Liquidity - maintaining enough liquidity to meet its cash flow needs

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. This is accomplished by structuring the portfolio so that securities mature concurrently with the anticipated operational demands. Furthermore, since not all possible cash demands can be anticipated, it is recommended that the minimum reserve is maintained in either very low risk and immediately accessible accounts.
3. Yield - achieving a reasonable rate of return on public funds, while minimizing the potential for capital losses.

The investment portfolio shall be designed with the objective of attaining a rate of return throughout the budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. In so far as the School generally maintains a “Buy-and- Hold” investment posture (one that avoids disposing of security positions prior to scheduled maturity) securities shall not be sold prior to maturity with the following exceptions:

 - a. A declining credit security which could be sold early to minimize loss of principal;
 - b. Liquidity needs of the portfolio that require the security to be sold;
 - c. A capital gain that would be realized to better position the overall portfolio to achieve investment policy goals.
4. Growth - grow the balance within the Long-Term Investment Portfolio

Responsible Investing

It is the responsibility of the Finance Task Force to ensure that the fiscal and ethical goals of the School are reflected in the portfolio. Investments will be made in compliance with covenants, bonds, state, and federal regulations the Finance Task Force may issue periodic restrictions of specific investments.

Investment Guidelines

The mix of investment asset classes shall be within the range of the following:

- Fixed Income (Bonds): 100%
 - Government bonds
 - Corporate bonds
 - Municipal bonds

- Equities (Stocks): 0%
 - Large-cap US stocks
 - International stocks
 - Small-cap and mid-cap stocks

- Cash and Cash Equivalents: 0%

Monitoring and Review Process

The School's Finance Task Force shall assist in the fulfillment of the Board's fiduciary responsibilities to safeguard the assets of the School while maximizing the return on those assets.

The specific responsibilities of the Finance Task Force include, but are not limited to:

- Review and evaluate investment portfolio composition and performance against the Bloomberg U.S. Aggregate Bond Index as a benchmark for the annual rate of return within the Long-Term Investment Portfolio.
- Provide investment direction to the Executive Director for funds.
- Review the status of the investment portfolio quarterly and report investment performance to the Board at least twice annually.
- Monitor compliance with this Policy.
- Make recommendations to the Board regarding this Policy, including risk tolerance and asset allocation, and allocation of investments between the Enhanced Liquidity Portfolio and the Long-term Investment Portfolio.
- Interview, recommend and discuss retention of potential investment managers when deemed appropriate.

- Review this Policy on an annual basis, or more often as necessary, to ensure continued accuracy, appropriateness and consistency with the mission and financial goals of the School.
- Under the direction of the Finance Task Force, the School's Executive Director shall have the authority to act on behalf of the School to communicate and authorize investment transactions with all financial institutions in accordance with this Policy.

Investment Managers

The Board may engage professional investment managers to manage and supervise investment assets in accordance with the objectives and parameters of this Policy. All investment managers are hired and discharged by the Board in consultation with the Finance Task Force.

Responsibilities of investment managers:

- Adherence to this Policy
- Observe the specific limitations, guidelines, attitudes, and philosophies stated herein or as expressed in any written amendments or instructions;
- Affirming the investment manager's belief that it is realistically capable of achieving the investment guidelines and limitations stated herein.
- Act on the School' s behalf, with full or limited discretion, in the following areas:
 - Determination of portfolio composition through the selection, purchase and sale of securities, with approval from the Executive Director;
 - Selection and use of sub-advisors as needed to build a diversified portfolio;
 - Broker-dealer selection for securities transactions and custody; Voting securities and executing proxies;
 - Keeping all transactions related to the School's portfolio and investments confidential, maintaining confidentiality regarding any information to any party not affiliated with the investment manager without prior consent of the Finance Task Force or Board.

Investment Manager Performance Monitoring and Reporting Responsibilities

Investment Managers will provide monthly statements of activity related to the School's portfolio to the Executive Director. The status of the investment portfolio shall always be available to the Executive Director. Reports will include a complete listing of the securities held, market price, purchase price, maturity dates, credit ratings and yield analysis.

On a quarterly basis, investment managers will meet with the Finance Task Force to:

- Review past, present and prospective economic and market conditions, review the impact of these influences on the portfolio and performance, and discuss the positioning of portfolio investments to manage risk and maximize return.
- Review the portfolio's investment philosophy considering current and perceived economic and market conditions and discuss any suggestions where appropriate.
- Review any significant changes in personnel, management or ownership of the Investment Manager.
- Disclose any conflicts of interest.

Investment managers shall keep the School informed on a timely basis of major changes in its investment outlook, investment strategy, asset allocation, and other matters affecting its investment policies or philosophy.

All investment management fees shall be clearly spelled out in writing.

Coversheet

Approve 24-25 Consolidated Application for Funding

Section: II. Agenda Items
Item: H. Approve 24-25 Consolidated Application for Funding
Purpose: Vote
Submitted by:
Related Material: FY EE 2024–25 Application for Funding.pdf

Elevate (37 68338 0129395)

Status: Draft
 Saved by: Brianna Bennett
 Date: 6/18/2024 9:14 PM

2024–25 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Coversheet

Approve 24-25 Declaration of Need (DON)

Section: II. Agenda Items
Item: I. Approve 24-25 Declaration of Need (DON)
Purpose: Vote
Submitted by:
Related Material: 24-25 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: 2024-2025

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

Name of District or Charter: Elevate School District CDS Code: 37-68338-0129395

Name of County: San Diego County CDS Code: 37-68338-6061964

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 06/24/24 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, 2025.

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

Ryan Elliott		Executive Director
<i>Name</i>	<i>Signature</i>	<i>Title</i>
	858-751-4774	June 24, 2024
<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 _____

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	5
Special Education	1
TOTAL	8

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Art	1
Science	2
Math	1
English	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? 2

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

Point Loma Nazarene University,

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

Coversheet

Approve Prop 28 Arts & Music Allocation Plan

Section: II. Agenda Items
Item: L. Approve Prop 28 Arts & Music Allocation Plan
Purpose: Vote
Submitted by:
Related Material: 2024.6.24 Prop 28 Plan.pdf

Elevate School Prop 28 Plan

Utilization of funds to increase arts education program, including web design
 ** Maintained art program at K-5 and 6-8, and added grade 6 Web Design in 23-24.
 ** Presented to Elevate Board on June 24, 2024.

Total Prop 28 Funds Allocated		\$63,255
Total Prop 28 Funds Spent in 23-24		
	Web Design	
	Salaries	\$18,021

Coversheet

Approve 24-25 Academic Calendar and Instructional Minutes

Section: II. Agenda Items
Item: M. Approve 24-25 Academic Calendar and Instructional Minutes
Purpose: Vote
Submitted by:
Related Material:
2024.6.24 Academic Calendar(K-8) - revised.pdf
2024.6.24 Elevate K-5 Instructional Minutes 2024-25.xls.pdf
2024.6.24 24-25 Elevate Middle School Grades Instructional Minutes.xls [Compatibility Mode].pdf



Academic Calendar 2024-2025 (Grades K-8)

August 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

September 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					

October 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		

November 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

December 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				

January 2025						
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 2025						
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	

March 2025						
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 2025						
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 2025						
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 2025						
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 2025						
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 (K-5th)
- New Academic Quarter Begins (6-8th)
- No School
- Staff Development Day - No School for Students
- Minimum Day for All Students K-8th
- Minimum Day for Kindergarten only
- Parent/Teacher Conferences
- Start/End Day

revised draft 6/21/24

SAN DIEGO CITY SCHOOLS

Financial Accounting Office

Pupil Accounting

2024-2025 Annual Instructional Minutes Schedule

Minimum Requirements:

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

School	Elevate
Location	016
Track	T
Modified Day	Thursday

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	120	44,400	
Modified Day	08:10 AM	12:55 PM	285	N/A	20	265	58	15,370	
							178	59,770	23,770

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	129	43,215	
Modified Day	08:10 AM	12:55 PM	285	20	20	245	49	12,005	
							178	55,220	1,220


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	129	43,215	
Modified Day	08:30 AM	01:15 PM	285	20	20	245	49	12,005	
							178	55,220	1,220

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

Every Thurs plus:	All Gr 1-5 plus:
8/13 Tues	8/14-8/30
11/1 Fri	
11/18-11/22	
12/20 Fri	
3/24-3/28	
5/23 Fri	

Refer to Administrative Circular No. 220

I verify that the above is the correct schedule for the 2024-2025 school year.



6/24/24

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
 2024-2025 Annual Instructional Minutes Schedule

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 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	15	32	350	129	45,150	
Modified/Min	08:00 AM	12:50 PM	290	12	32	246	49	12,054	
							178	57,204	3,204

Regular Days

Schedule	Period	Instructional Time from	Instructional Time to	Num Mins Passing	Inst. Mins per period
	1	08:00 AM	09:10 AM		70
	2	09:13 AM	10:23 AM	3	70
	3	10:26 AM	11:36 AM	3	70
Lunch		11:36 AM	12:09 PM	0	0
	4	12:12 PM	01:22 PM	3	70
	5	01:25 PM	02:35 PM	3	70
Dismissal		02:35 PM	02:35 PM	0	0
				12	350


Mod/Min Days

Schedule	Period	Instructional Time from	Instructional Time to	Num Mins Passing	Inst. Mins per period
	1	08:00 AM	08:56 AM		56
	2	08:59 AM	09:55 AM	3	56
Comm Mtg		09:58 AM	10:20 AM	3	22
Lunch		10:20 AM	10:52 AM	0	0
	3	10:55 AM	11:51 AM	3	56
	4	11:54 AM	12:50 PM	3	56
				12	246

258

Refer to Administrative Circular No. 220

I verify that the above is the correct schedule for the 2024-2025 school year.


 6/24/24
 Signature (Principal) Date

Dates: Min days Gr 6-8

Every Thurs plus:

8/13 Tues

11/1 Fri

11/18-11/22

12/20 Fri

3/24-3/28

5/23 Fri

**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 24-25 Contracts with: Sound Therapies, CharterSafe, Apex Therapies, LunchAssist, Top Notch Catering

Section: III. Consent Agenda
Item: A. Approve 24-25 Contracts with: Sound Therapies, CharterSafe, Apex Therapies, LunchAssist, Top Notch Catering
Purpose: Vote
Submitted by:
Related Material: Elevate School.7946.CharterSAFEProposal2425.05-23-2024.pdf
2024.6.24 Elevate-Sound Therapies_Master-Contract_24-25.docx
2024-25 Apex-Elevate Contract Letter.pdf
QT_Elevate School - Consulting and PRO Renewal 24-25.pdf
Renewal__1_-_2024-2025_Contract_Amendment-_Elevate.docx-2.pdf



2024-2025 Membership Renewal Proposal

Prepared for:

Elevate School

Coverage Effective:

July 01, 2024 at 12:01 AM - July 01, 2025 at 12:00 AM

California Charter Schools Joint Powers Authority

P.O. Box 969, Weimar, CA 95736

Phone: 888.901.0004

www.chartersafe.org

Issued: May 23, 2024 at 6:06 am

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Angela,

CharterSAFE is pleased to present your membership renewal for the 2024-2025 year. Your membership includes the following:



For a more detailed listing of our member services, please contact Egan Yu at eyu@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

REQUIRED SIGNATURES:

To bind coverage, you must login to the CharterSAFE web portal to complete and sign the Member Renewal Acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

We look forward to working with you in the 2024-2025 year!

Thank you,

The CharterSAFE Team

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

7946
W
SafetyN
WC

MEMBER CONTRIBUTION SUMMARY

Elevate School

Coverage Effective: July 01, 2024 at 12:01 AM - July 01, 2025 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Workers' Compensation & Employer's Liability Member Contribution	\$49,249.00
Total Member Contribution	\$49,249.00

Member can choose one of two payment options when accepting the proposal online	<p>Payment in Full - \$49,249.00</p> <p>Installment Plan</p> <ul style="list-style-type: none"> • Deposit (25%) - Due Now - \$12,312.00 • 9 Monthly Installments - \$4,104.00
---	---

You are currently enrolled in the CharterSAFE ACH program. The required payment will be processed once a signed proposal is received, based upon the payment option that you have chosen. To make any changes to your enrollment in the CharterSAFE ACH program, or if you have any special payment requests, please email **Pilar Archer** at parcher@chartersafe.org.

Invoices shall become delinquent thirty (30) calendar days from installment due date. **CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.**

Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the Member Renewal acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS

Mailing Address

2285 Murray Ridge Road
San Diego, CA 92123

Member contributions are calculated based on the exposures listed below, which represent the total sum of all scheduled locations.

Annual Estimated Payroll	\$4,251,650.00
---------------------------------	-----------------------

Scheduled Locations and Breakdown of Exposures

<p>Location ID: 14338 Elevate Elementary: 2285 Murray Ridge Road</p> <p>San Diego, CA, 92123 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 1,720,000.00</p>

<p>Location ID: 17384 Elevate Elementary: 5606 Antigua Blvd.</p> <p>San Diego, CA, 92124 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 811,650.00</p>

<p>Location ID: 21448 Elevate Middle Campus: 8404 Phyllis Place</p> <p>San Diego, CA, 92123 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 1,720,000.00</p>
--

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2024-2025

_____ 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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2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Elevate School

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Sound Therapies

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, between Elevate School, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Sound Therapies (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, 2024 to June 30, 2025 (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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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, both verbal and written, reported to pupil's parents 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a 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**

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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 ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Sound Therapies, Inc.

Elevate School
LEA Name

Nonpublic School/Agency

By: _____
Signature Date

By: _____
Signature Date

Rachel T 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 T Zijlstra, CEO	Name and Title Ryan Elliott, Executive Director
Nonpublic School/Agency/Related Service Provider Sound Therapies, Inc.	LEA Elevate School
Address 3327 Fernside Blvd	Address 2255 Murray Ridge Road
City State Zip Alameda CA 94501	City State Zip San Diego CA 92123
Phone Fax 619-806-0119 ---	Phone Fax 858-751-4774 ---
Email rachel@soundtherapiesinc.com	Email relliott@elevateschool.com

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

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Sound Therapies
 The CONTRACTOR CDS NUMBER: 9903712

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: n/a

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>	<u>\$85.61 SLP \$65.14 SLPA \$87.32 Bilingual Assessment</u>	
<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 (900)</u>	_____	_____

EXHIBIT B: 2024-2025 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____

Address _____ (Last) _____ (First) _____ (M.I.) _____
 City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone (_____) _____ (_____) _____
 (Residence) (Business)
 Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
 _____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
 _____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

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

B. RELATED SERVICES:

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

 (Name of Nonpublic School/Agency)

 (Name of LEA/SELPA)

 (Signature) (Date)

 (Signature) (Date)

 (Name and Title)

 (Name of Superintendent or Authorized Designee)



APEX THERAPIES, INC.
4203 Genesee Ave
Suite 103-289
San Diego, CA, 92117

April, 2024

Elevate Charter School
2285 Murray Ridge Rd.
San Diego, CA 92123

To Whom it May Concern:

Apex Therapies, Inc. is excited to continue offering our services to Elevate Charter School for the 2024-25 school year. We are writing to begin the contract renewal process, as well as include our service prices and draft contract for your review.

Please contact us with any questions you may have. We look forward to another great year, serving the needs of your students and families together!

Allyson Ponsford, CEO
Occupational Therapist, MA, OTR/L

Kara Trudgeon, Director
Credentialed Ed. Specialist
Licensed Educational Psychologist #4319



APEX THERAPIES, INC.
4203 Genesee Ave
Suite 103-289
San Diego, CA, 92117

SERVICE AGREEMENT

This **SERVICES AGREEMENT** (“Agreement”), effective as of July 1, 2024 (“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.



APEX THERAPIES, INC.

4203 Genesee Ave

Suite 103-289

San Diego, CA, 92117

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



APEX THERAPIES, INC.

4203 Genesee Ave

Suite 103-289

San Diego, CA, 92117

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.



APEX THERAPIES, INC.
4203 Genesee Ave
Suite 103-289
San Diego, CA, 92117

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 appertain. 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:

ELEVATE CHARTER SCHOOL

By: _____
Name: Ryan Elliott

Title: Executive Director

PROVIDER:

APEX THERAPIES, INC.,
a California professional corporation

Kara Trudgeon, LEP #4319, Director



APEX THERAPIES, INC.
 4203 Genesee Ave
 Suite 103-289
 San Diego, CA, 92117

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
X	Occupational Therapy (OT)	\$85/per hour	2
	Certified OT Assistant (COTA)	\$65/per hour	
X	Speech and Language Therapy (SLP)	\$85/per hour	2
	Speech and Language Therapy Assistant (SLPA)	\$65/per hour	
	Psychological Services	\$90/per hour	
	Education Specialist Services (Credentialed Mild/Moderate Teacher)	\$85/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 _____



Quote For **Elevate School**



LunchAssist, Inc.
 8605 Santa Monica Blvd, 52611
 West Hollywood, CA 90069
 (985) 966-8494
 www.lunchassist.org

Quote

Elevate School

Bill To

Cassandra Bahr
 2285 Murray Ridge Road
 San Diego, CA 92123

Quote #

5498981000020903042

Quote Date

Apr 18, 2024 12:58 PM

Quote Expiration

Jul 31, 2024

Item & Description	List Price	Qty	Amount
Consulting & Training One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.	\$ 11,655.00	1	\$ 11,655.00
LunchAssist PRO Client One year of school nutrition training through LunchAssist PRO for clients of LunchAssist.	\$ 157.50	2	\$ 315.00
Grand Total			\$ 11,970.00

Terms & Conditions

This agreement is for 1 year with a contract start date of July 1, 2024. 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 inflation.

ADDENDUM TO CONTRACT TO PROVIDE FOOD SERVICE

Between TopNCatering LLC and Elevate School

1. This addendum to the contract to provide meals under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) is entered into between the School Food Authority and Vended Meals Company named below:

SCHOOL FOOD AUTHORITY'S NAME

Elevate School

VENDED MEALS COMPANY'S NAME

TopNCatering LLC


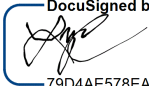

2. **Base year contract term:** July 1, 2023 - June 30, 2024

Current Renewal Year: July 1, 2024 - June 30, 2025

3. The parties mutually agree to this extension as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Section C of the Base Agreement is modified as follows:

Meal Type	Fee Per Meal	Annual Meals(EST)	Annual Cost(EST)
Breakfast	\$ 2.52	9,000	\$22,680
Lunch	\$ 3.86	21,600	\$83,376
Snack	\$		\$

VENDED MEALS COMPANY	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) TopNCatering LLC	
BY (Authorized Signature) DATE SIGNED (Do not type) 	DocuSigned by:  79D4AE578EA543C...
PRINTED NAME AND TITLE OF PERSON SIGNING	lynley connor CEO
ADDRESS 6190 Fairmount Ave Suite G, San Diego, CA 92120	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Elevate School	
BY (Authorized Signature) DATE SIGNED (Do not type) 	
PRINTED NAME AND TITLE OF PERSON SIGNING	