



Elevate School

Regular Board Meeting

Date and Time

Monday June 9, 2025 at 3:00 PM PDT

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

640 Marina Pkwy
Chula Vista, CA 91910 (remote)

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			3:00 PM
A. Record Attendance and Guests		Cheryl Gorman	1 m
B. Call the Meeting to Order		Cheryl Gorman	1 m
C. Approve Agenda	Vote	Cheryl Gorman	1 m

	Purpose	Presenter	Time
D. Approve Minutes from May 12 Regular Board Meeting	Approve Minutes	Cheryl Gorman	2 m
E. Core Values and Board Meeting Protocol		Cheryl Gorman	2 m
F. Non-Agenda Public Comment		Cheryl Gorman	5 m
II. Closed Session			3:12 PM
A. Executive Director Compensation and Evaluation	Discuss	Sophie Karagianes	25 m
III. Reconvene to Open Session			3:37 PM
A. Report Any Action Taken in Closed Session		Sophie Karagianes	5 m
IV. Consent Agenda			3:42 PM
A. Approve 25-26 Contracts	Vote	Ryan Elliott	5 m
V. Agenda Items			3:47 PM
A. Executive Director Report	FYI	Ryan Elliott	15 m
B. Approve Multitudes as Dyslexia Screener	Vote	Ryan Elliott	5 m
C. Financial Update	FYI	Chancellor Brown	10 m
D. ERC Update and Approval of Fee Processing	Vote	Ryan Elliott	5 m
E. Local Indicators Report	FYI	Ryan Elliott	10 m
F. 2025-2026 LCAP Public Hearing	Discuss	Ryan Elliott	20 m
G. Approve 2025-2026 LCAP	Vote	Ryan Elliott	5 m
H. Approve 2025-2026 Budget	Vote	Ryan Elliott	10 m
I. Approve 24-25 ConApp	Vote	Ryan Elliott	5 m
J. Approve 25-26 EPA Spending Plan	Vote	Ryan Elliott	2 m
K. Vote on Board Composition	Vote	Cheryl Gorman	10 m

	Purpose	Presenter	Time
a. Approve Chancellor Brown to serve a second three-year term on the Elevate Board (July 1, 2025-June 30, 2028)			
b. Approve Jane Levenson to serve an initial three-year term on the Elevate Board (July 1, 2025 - June 30, 2028)			
c. Accept resignation of board member Veronica Maxwell (effective June 30, 2025)			
L. 24-25 Board Goal Updates/Discussion	Discuss	Cheryl Gorman	10 m
VI. Closing Items			5:34 PM
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes from May 12 Regular Board Meeting

Section:	I. Opening Items
Item:	D. Approve Minutes from May 12 Regular Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Board Meeting on May 12, 2025

APPROVED



Elevate School

Minutes

Regular Board Meeting

Date and Time

Monday May 12, 2025 at 4:00 PM

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

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

Directors Present

Becky Madeja, Chancellor Brown, Cheryl Gorman, Sophie Karagianes

Directors Absent

Veronica Maxwell

Directors who arrived after the meeting opened

Chancellor Brown

Guests Present

Ryan Elliott

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Cheryl Gorman called a meeting of the board of directors of Elevate School to order on Monday May 12, 2025 at 4:11 PM.

C. Approve Agenda

Sophie Karagianes made a motion to approve agenda.

Becky Madeja seconded the motion.

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

Roll Call

Chancellor Brown Absent

Becky Madeja Aye

Sophie Karagianes Aye

Veronica Maxwell Absent

Cheryl Gorman Aye

D. Approve Minutes from April 14 Regular Board Meeting

Becky Madeja made a motion to approve the minutes from Regular Board Meeting on 04-14-25.

Sophie Karagianes seconded the motion.

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

Roll Call

Chancellor Brown Absent

Sophie Karagianes Aye

Becky Madeja Aye

Cheryl Gorman Aye

Veronica Maxwell Absent

E. Core Values and Board Meeting Protocol

Core Values were read aloud by the Board.

F. Non-Agenda Public Comment

No non-agenda public comment.

II. Agenda Items

A. Executive Director Report

Staff Appreciation video from CBS 8 was played - congrats to our amazing, honored teachers!

YTD ADA - 95.7%; chronic absentee rate hovering around 9% (future area of focus)

Next year's enrollment, currently all grade levels are full!

TK Grant from Girard Foundation was received; one year of planning ahead of implementation year

Teacher Appreciation Lunch was a success

Great position for staffing - teacher retention is very high

Less than 3 weeks left in the school year!

May 22nd - Exhibition Night

May 29th - 5th and 8th Grade Promotion

June 3rd - First day of summer ELO-P Program, shooting for about 50 students

Chancellor Brown arrived at 4:24 PM.

B. Financial Update

Enrollment for March Month End Actuals - 478, 95.7% ADA

Impact Aid Grant and Employee Retention Credit numbers are both stronger than projected

Current budget eyeing a strong, positive net income and cash position for 25-26 school year thanks to increase of funds and the ability to defer one-time funds as a result

Current draft five-year projections were also reviewed

C. 24-25 Board Goal Updates/Discussion

3-5 year projections already discussed

Board succession process timeline also discussed

TESF updates shared

III. Closing Items

A. Adjourn Meeting

Sophie Karagianes made a motion to adjourn the meeting.

Chancellor Brown seconded the motion.

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

Roll Call

Veronica Maxwell Absent

Chancellor Brown Aye

Becky Madeja Aye

Sophie Karagianes Aye

Cheryl Gorman Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:12 PM.

Respectfully Submitted,

Becky Madeja

Coversheet

Core Values and Board Meeting Protocol

Section:	I. Opening Items
Item:	E. 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

Approve 25-26 Contracts

Section: IV. Consent Agenda
Item: A. Approve 25-26 Contracts
Purpose: Vote

Submitted by:

Related Material:

2025-26 Apex-Elevate Contract Letter.pdf

Elevate Charter School & STS, Inc. 2025-26 Master Contract_encrypted_.pdf

Elevate School.7946.CharterSAFEProposal2526.05-30-2025.pdf

Elevate - ExED Business Services Agreement 2025-26 REVISED.pdf

2025 Jan Pro Quote.pdf



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

May, 2025

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 2025-26 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, 2025 ("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

A handwritten signature in black ink, reading "Kara Trudgeon".

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)	\$87/per hour	2 days/week
	Certified OT Assistant (COTA)	\$65/per hour	
X	Speech and Language Therapy (SLP)	\$87/per hour	3 days/week
	Psychological Services	\$90/per hour	
	Education Specialist Services (Credentialed Mild/Moderate Teacher)	\$87/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 KY District Initials _____



Specialized Therapy Services 2025-2026 Information Sheet

Nonpublic Agency Name: Specialized Therapy Services
Billing Address: 4204A Adams Ave., San Diego, CA 92116
Office Phone Number: 619-431-5049

STS - Contractor Number: 1A-37-106
NPA Identification Code: 9900324

Contact Sheet

Contact Name	Title	Email Address	Phone Number
Steve Oas	Owner, Director	Steve@theoascenter.com	619-252-4557
Erin Zumwalt	Executive Director	Erin@theoascenter.com	619-884-1792
Jen Parker	Director of School Services	Jenp@theoascenter.com	760-889-2628
Annette Somers	Controller	Annettes@theoascenter.com	619-356-8950
Jacki Schreiner	Accounts Receivable	Jackis@theoascenter.com	619-431-5049
Bernadette Mercer	Operations Coordinator, Services Coordinator for CAVA	Bernadettem@theoascenter.com	619-786-2980
Susan Workman	Services Coordinator: CPA, PCA, MVA and Compass Charter Schools	Susanw@theoascenter.com	858-751-4615
Tina Poudrier	Services Coordinator: Home Study/Independent Study Charter Schools	Tina.oascenter@gmail.com	740-762-0889
Francean Williams	Services Coordinator: Brick and Mortar Schools and SDCOE schools	Franceanw.oascenter@gmail.com	619-887-4481
Contracts Dept.		Contracts@theoascenter.com	619-431-5049
Referrals Dept.		Referrals@theoascenter.com	619-431-5049
General Questions/Concerns		Admin@theoascenter.com	619-431-5049



School Information:

School Name: _____

Physical Address: _____

Primary SPED Contact Name: _____

Primary SPED Contact Email: _____

School Start Date: _____ School End Date: _____

ESY Start Date: _____ ESY End Date: _____

Please email a copy of the 2025-26 school calendar to referrals@theoascenter.com

Billing/Accounts Payable Information:

Billing Name: _____

Name of Entity Paying Invoice (Name of Remitter): _____

Billing Address: _____

Contact Name of Person Reviewing Invoices: _____

Email of Person Reviewing Invoices: _____

Contact Name of Person Reviewing Invoices: _____

Email of Person Reviewing Invoices: _____

Accounts Payable Contact Name: _____

Accounts Payable Email Address: _____

Do you require ERMHS/Behavior services to be billed on a separate invoice? Yes/No _____

Is a purchase order (PO#) number required on the invoice? Yes/No _____

If yes, please enter PO# here _____, or email to Annettes@theoascenter.com when generated.

Please list any changes from the previous school year that you would like our staff to be aware of:

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2025-2026

☐ Nonpublic School
☒ Nonpublic Agency

Type of Contract:



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

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

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

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

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EXHIBIT A: 2025-2026 RATES.....**Error! Bookmark not defined.**

EXHIBIT B: 2025-2026 ISA**Error! Bookmark not defined.**

2025-2026**CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:****NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2025, between _____, hereinafter referred to as the local educational agency (“LEA”), a member of the _____, SELPA and **Specialized Therapy Services** (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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in

the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).
 - vi. 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 LEA 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 the individual 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; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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.

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.

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 pupils 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, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

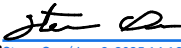
CONTRACTOR

LEA

Specialized Therapy Services

Nonpublic School/Agency

LEA Name

By:  Jun 6, 2025
Signature Date

By: _____
Signature Date

Steve Oas, Director

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:

Steve Oas, Director // Erin Zumwalt, Executive Director

Name and Title
Specialized Therapy Services

Name and Title

Nonpublic School/Agency/Related Service Provider

4204A Adams Ave., San Diego, CA 92116

LEA

Address
San Diego CA 92116

Address

City State Zip
619-431-5049 866-353-7829

City State Zip

Phone Fax
steve@theoascenter.com // erin@theoascenter.com

Phone Fax

Email

Email

Accounts Payable Contact

Name and Title

Email

Name and Title

Email

Exhibit A: 2025 - 2026 – Exhibit A Rates
Contractor Number 1A-37-106

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

Code	Session Type	Cost	Period
425	APE: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$90.00	Hourly
425	APE: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
445	AT: Assessment, Direct Service, Training, Prep/Plan Consult (Per IEP)	\$105.00	Hourly
445	AT: Drive Time (as approved by LEA Admin)	\$105.00	Hourly
720	Audiology: Assessment, Hourly, Direct Service, IEP Meeting, Prep/Plan	\$200.00	Hourly
720	Audiology: Drive Time (as approved by LEA Admin)	\$200.00	Hourly
535	Behavior Intervention Services: Assessment, Consult (per IEP), Direct Service, IEP Meeting, Supervision, Prep/Plan, Training	\$130.00	Hourly
535	Behavior Intervention Services: Drive Time (as approved by LEA Admin)	\$130.00	Hourly
535	Behavior Technician: Direct Service, Prep/Plan, Training	\$70.00	Hourly
535	Behavior Technician: Drive Time	\$70.00	Hourly
710	DHH: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$110.00	Hourly
710	DHH: Drive Time (as approved by LEA Admin)	\$110.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP)	\$95.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530 Bilingual: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP) & Drive Time (as approved by LEA Admin)	\$110.00	Hourly
510	ERMHS: Assessment Flat Rate	\$1,350.00	Assessment
510	ERMHS Bilingual: Assessment Flat Rate	\$1,600.00	Assessment
All ERMHS	ERMHS: Drive Time (as approved by LEA Admin)	\$95.00	Hourly
340	Instructional Assistant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$45.00	Hourly
340	Instructional Assistant: Drive Time (as approved by LEA Admin)	\$45.00	Hourly
900	Music Therapy: Direct Service, IEP Meeting, Prep/Plan, Assessment	\$100.00	Hourly
900	Music Therapy: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
435/436	Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$95.00	Hourly
435/436	Nursing Drive Time (as approved by LEA Admin)	\$95.00	Hourly
435/436	LVN Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$55.00	Hourly
435/436	LVN Nursing: Drive Time (as approved by LEA Admin)	\$55.00	Hourly

435/436	CNA Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$45.00	Hourly
435/436	CNA Nursing: Drive Time (as approved by LEA Admin)	\$45.00	Hourly
730	O&M: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$145.00	Hourly
730	O&M: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
740	OI: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$145.00	Hourly
740	OI: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
450	OT: Assessment, Direct Service Individual/group, Prep/Plan, IEP Meeting, Consult (per IEP)	\$94.00	Hourly
450	OT: Drive Time (as approved by LEA Admin)	\$94.00	Hourly
450	OT Assistant: Direct Individual/Group, Prep/Plan	\$75.00	Hourly
450	OT Assistant: Drive Time (as approved by LEA Admin)	\$75.00	Hourly
530	Psych: Neuro Psych Assessment	\$5,250.00	Assessment
530	Psych: Neuro Psych IEP	\$145.00	Hourly
530	Psych supplemental flat rate assessment (as approved by the LEA Admin)	\$500.00	Assessment
530	Psych: Psych Assessment	\$1,417.00	Assessment
530	Psych: Psych Assessment with Academics	\$2,016.00	Assessment
530	Psych: Psych Assessment with ERMHS	\$2,016.00	Assessment
530	Psych: Psych Assessment with ERMHS and Academics	\$2,394.00	Assessment
530	Psych: Direct Service, IEP Meeting, Prep/Plan, Consult	\$131.00	Hourly
530	Psych Bilingual: Assessment	\$1,680.00	Assessment
530	Psych Bilingual: Assessment with Academics	\$2,205.00	Assessment
530	Psych Bilingual: Assessment with ERMHS	\$2,205.00	Assessment
530	Psych Bilingual: Assessment with ERMHS and Academics	\$2,520.00	Assessment
530	Psych Bilingual: Direct Service, IEP Meeting, Prep/Plan	\$145.00	Hourly
530	Psych: Drive Time (as approved by LEA Admin)	\$131.00	Hourly
530	Psych Bilingual: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
460	PT: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$103.00	Hourly
460	PT: Drive Time (as approved by LEA Admin)	\$103.00	Hourly
330	SAI: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$94.00	Hourly
330	SAI: Drive Time (as approved by LEA Admin)	\$94.00	Hourly
330	SAI Bilingual: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$98.00	Hourly
330	SAI Bilingual: Drive Time (as approved by LEA Admin)	\$98.00	Hourly
	Spec Ed Coordination: IEP Meeting, Consultation, Admin, Compliance	\$145.00	Hourly
	Spec Ed Coordination: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
415	Speech: Assessment, Direct Individual/Group, Prep/Plan, Consult (per IEP)	\$94.00	Hourly
415	Speech: Drive Time (as approved by LEA Admin)	\$94.00	Hourly
415	Speech Assistant: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$75.00	Hourly
415	Speech Assistant: Drive Time (as approved by LEA Admin)	\$75.00	Hourly
415	Speech Bilingual: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$98.00	Hourly
415	Speech Bilingual: Drive Time (as approved by LEA Admin)	\$98.00	Hourly
725	Vision Itinerant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (Per IEP)	\$145.00	Hourly

725	Vision Itinerant: Drive Time (as approved by LEA Admin)	\$145.00	Hourly
900	VT: Assessment – Flat Rate	\$800.00	Assessment
900	VT: Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$170.00	PER SESSION
Other	Sign Language Interpretation: needs contract addendum, 2 hour minimum	\$135.00	Per session

Appendix A:

A. Should LEA wish to hire an STS employee assigned to the LEA, LEA may do so without a fee after the completion of the contracted school year period. Should the LEA elect to hire the employee before the completion of the period a conversion fee will be paid to STS in the form of: Full-time (employees working 30-hours or more per week for STS) provider: \$2,500, and Part-time (employees working less than 30-hours per week for STS) provider: \$1,250.

B. Payment for missed sessions when provider confirmed attendance prior to arrival to the school, this includes Psychological Assessments.

C. Minimum 2-hours of service time to be paid to providers when on campus to provide services or attend meetings.

D. For charters with more than one location, the travel time between schools is billable.

E. Services provided per hour also include IEP meeting/preparation/participation, scheduling, session planning, SEIS service tracker reporting and consultation to staff/parents as approved by the school administration. Certain services may require session set up and break down (example: APE may need to create a specific sporting program on campus) this is billable. Provider time spend waiting or finding a location to provide services while on campus.

F. If the LEA engages CONTRACTOR as a full-time equivalent (FTE) Provider, and does not have an Individual Service Agreement (ISA) in place for each student being served by that Provider, then the responsibility for maintaining 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; and notification of injuries, shall be the responsibility of the LEA. The LEA shall retain the legal responsibility and authority over these records, including their confidentiality, accessibility, and proper storage, in compliance with the regulations outlined in Education Code Section 49062.

G. Parking: If providers are required to pay for parking when on campus for services, the parking fees are reimbursable by the charter school.

H. Billable Administrative Costs: When providers are asked by the school/LEA to perform administrative duties including but not limited to: Creating PWN, meeting

notices, CALPADS reporting, Behavior Plans, Manifestation Determination Meetings, Threat Assessments, AT Device programing, SCIA reporting/training.


I. Mileage will be paid at the agreed upon standard IRS rate for distances greater than 20-minutes from provider origination with prior approval from LEA.

J. Independent Study/Home School Charter programs: Providers will be reimbursed for sessions cancelled with less than 24-hours' notice.

K. If an STS employee (W2) Psychologist completes a psych assessment for the school site/LEA, the psych assessment rate may be subject to change to reflect the hourly psychological services rate to align with the California employment law.

CONTRACTOR

Specialized Therapy Services, Inc.
Nonpublic School/Agency


Steve Oas (Jun 6, 2025 14:16 PDT)

Jun 6, 2025

Signature

Date

Steve Oas, Director

Name and Title of Authorized Representative

LEA

LEA Name

Signature

Date

Name and Title of Authorized Representative



California Department of Education
Nonpublic Agency (NPA) Certification

Date: December 30, 2024

NPA Specialized Therapy Services-San Diego

NPA Identification Code 9900324

Site Administrator: Erin Zumwalt

Mailing Address: 4204A Adams Avenue

City: San Diego

State: California

Zip Code: 92116

NPA Authorized to Provide Services at NPA Site: ☒ Yes

Site Address: 4204A Adams Avenue

City: San Diego

State: California

Zip Code: 92116

Grades to

Ages to Student Gender:

2025 Certification Status: Approved

Maximum Student Capacity: 76+

Effective Dates: January 01, 2025 through December 31, 2025

☐ Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Authorized to Provide the Following Related Services

<input checked="" type="checkbox"/> APE	<input checked="" type="checkbox"/> BII	<input checked="" type="checkbox"/> LSDR	<input checked="" type="checkbox"/> PCT	<input type="checkbox"/> SDTI	<input checked="" type="checkbox"/> VECD
<input checked="" type="checkbox"/> AS	<input checked="" type="checkbox"/> CG	<input checked="" type="checkbox"/> MT	<input checked="" type="checkbox"/> PS*	<input checked="" type="checkbox"/> SW	<input checked="" type="checkbox"/> LI: <input type="text" value="Deaf and Hard of Hearing"/>
<input checked="" type="checkbox"/> ATS	<input checked="" type="checkbox"/> EE	<input checked="" type="checkbox"/> OM	<input checked="" type="checkbox"/> PT	<input checked="" type="checkbox"/> TS	<input type="checkbox"/> Other: <input type="text"/>
<input checked="" type="checkbox"/> BID	<input checked="" type="checkbox"/> HNS	<input checked="" type="checkbox"/> OT	<input type="checkbox"/> RS	<input checked="" type="checkbox"/> VS	*Other than Assessment and IEP Developmen

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons:
Failure to notify the department in writing of any of the following within 45 days of the occurrence:
changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pacific Premier Insurance Assoc., Inc. 3160 Camino Del Rio S #118 San Diego CA 92108		CONTACT NAME: Brian Grant PHONE (A/C No. Ext): (858) 386-4443 E-MAIL ADDRESS: certificates@pacpremier.com FAX (A/C, No): (858) 386-4445	
		INSURER(S) AFFORDING COVERAGE INSURER A: ARCH INS CO	NAIC # 11150
INSURED Specialized Therapy Services 4204A Adams Ave San Diego CA 92116-2300		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			AAPKG10800-06	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AAPKG10800-06	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None			AAFXS30252-06	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability/ Sexual Abuse or Molestation			AAPKG10800-06	12/01/2024	12/01/2025	Each Occurrence \$1,000,000 Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Specialized Therapy Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4204A Adams Avenue

6 City, state, and ZIP code
San Diego, CA 92116

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

2	6	-	2	2	1	6	3	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► STC

Date ► 03/20/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CharterSAFE

BE SAFE • FEEL SAFE

2025-2026 Membership Renewal Proposal

Prepared for Named Member:

Elevate School

Coverage Effective:

July 01, 2025 at 12:01 AM - July 01, 2026 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 30, 2025 at 8:56 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 Ryan,

CharterSAFE is pleased to present your membership renewal for the 2025-2026 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 2025-2026 year!

Thank you,

The CharterSAFE Team

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

7946
W
SafetyN
WC

MEMBER CONTRIBUTION SUMMARY

Named Member:
Elevate School

Coverage Effective: July 01, 2025 at 12:01 AM - July 01, 2026 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Workers' Compensation & Employer's Liability Member Contribution	\$55,624.00
Total Member Contribution	\$55,624.00

Member can choose one of two payment options when accepting the proposal online

- Payment in Full - \$55,624.00
Installment Plan
- Deposit (25%) - Due Now - \$13,906.00
 - 9 Monthly Installments - \$4,635.00

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](mailto:parcher@chartersafe.org) 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	\$4,506,749.00
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Scheduled Locations and Breakdown of Exposures

Location ID: 14338 Elevate Elementary: 2285 Murray Ridge Road San Diego, CA, 92123 Leased/Owned: Leased Payroll: 1,823,200.00
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Location ID: 17384 Elevate Elementary: 5606 Antigua Blvd. San Diego, CA, 92124 Leased/Owned: Leased Payroll: 860,349.00
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Location ID: 21448 Elevate Middle Campus: 8404 Phyllis Place San Diego, CA, 92123 Leased/Owned: Leased Payroll: 1,823,200.00

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.

EXCELLENT EDUCATION DEVELOPMENT BUSINESS SERVICES AGREEMENT

This Business Services Agreement (the “Agreement”) is entered into as of the 1st day of July 2025 (the “Effective Date”) by Elevate School, a California nonprofit public benefit corporation (the “Client”), and Excellent Education Development, a California nonprofit public benefit corporation (“ExED”), with reference to the following facts:

BACKGROUND

ExED is a non-profit organization that exists to advance the purpose of giving every child access to an excellent public education that opens the doors to opportunity and provides a pathway out of poverty for those in need.

ExED will support the Client with an articulated suite of Services (as defined below) at a fixed monthly price to fulfill the Client’s need for the financial expertise, skills, and integrity required to operate at the highest level.

In furtherance of the Client’s long-term financial and organizational initiatives, ExED may make additional services available based upon the periodic or specific needs of the Client per an agreed-upon fee for such additional services.

ExED is driven to help the Client create efficiencies and implement sound business practices, allowing the Client’s leadership to direct more time and energy to the classroom.

ExED expects the Client to observe the highest standards in its governance and management and dedicate itself to delivering a high-quality education to its students.

ExED believes in sustained collaboration on the Client’s work and has structured this Agreement to provide Services longer than a single school year. During the initial school year covered by this Agreement, ExED will begin providing the Client with Services as of the Effective Date. Subsequently, this Agreement will renew and extend for one year, starting next year, as described below. This structure allows ExED to attend to financial matters such as closing financial statements, supporting the completion of audits that occur in subsequent school or fiscal years, and preparing budgets for use in forthcoming years. This structure also offers consistency and predictability to the Client and ExED.

Now, therefore, in consideration of the premises and of the mutual covenants and conditions contained herein, the Client and ExED agree as follows:

1. DEFINITIONS.

The following terms will have the meanings ascribed to them herein:

- a. “ADA” means the average daily attendance, reported as required by the California Department of Education, which the Client must file with the State of California following applicable laws and regulations.
- b. “Additional Services” means any supplemental services to be provided by ExED at the Client's request. If Additional Services are part of this Agreement, they are described in a separate Exhibit and attached hereto.

- c. “Affiliate” means nonprofit corporations or limited liability companies controlled by or under common control with the Client. In this Agreement, the following corporation(s) or limited liability companies are Affiliates of the Client: Not Applicable.
- d. “Affiliate Services” means any Services rendered by ExED to an Affiliate.
- e. “Auditor” means an independent certified public accountant selected by the Client to prepare annual audited financial statements for the Client, as required by California Education Code 41020.
- f. “Basic Services” means the services provided by ExED as selected by the Client and described in Exhibits A, B, C, and/or D and attached hereto.
- g. “Board” means the governing body of the Client.
- h. “Budget” means the current and future budgets of the Client prepared by ExED in coordination with the Client as described in this Agreement and adopted by the Board.
- i. “Budget Overview for Parents” means the summary of a school budget, designed to be easily understood by parents and guardians, that is part of a school’s Local Control and Accountability Plan (LCAP).
- j. “California Department of Education” means the California Department of Education, the governmental agency within the State of California that oversees public education.
- k. “CALPADS” means the California Longitudinal Pupil Achievement Data System. CALPADS is a longitudinal data system used to maintain individual-level data, including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.
- l. “Chartering Authority” means the local school district, county office of education, or state board of education that has issued a charter to the Client to operate a School.
- m. “Client Administrator” means one or more Client staff or Board member(s) in leadership positions authorized to work with ExED concerning the services outlined in this Agreement. Unless otherwise notified in writing, the Client Administrator herein shall be (i) the chief executive officer, the executive director or equivalent, (ii) the presiding officer of the Board, and (iii) the principal or head of school for matters of any specific School operated by the Client.
- n. “Confidential Information” means any technical and non-technical information, including copyright, trade secret, proprietary information, inventions, know-how, processes and algorithms, software programs, and software source documents. Confidential Information includes, without limitation, information acquired from a student information systems used to maintain individual-level data (including student demographics, course data, discipline, assessments, staff demographics, and staff assignments), financial information, procurement requirements, purchasing information, plans and personnel information of the parties, and student information as protected under the Family Educational Rights and Privacy Act (FERPA) and other privacy protection laws, as applicable to the operations of the Client and ExED under this Agreement.

Confidential Information does not include information that (a) is now publicly or generally known or available or that hereafter, through no act or failure on the part of the receiving party or through any violation of law or contract, becomes generally known or available; (b) is known to the receiving party at the time of receiving such information; (c) is furnished to others by the disclosing party without a restriction on disclosure; (d) is hereafter furnished to the receiving party by a third party without restriction on disclosure, where such third party legally obtained such information and the right to disclose it to the receiving party; or (e) is independently developed by the receiving party without violation of any legal rights which the disclosing party may have in such information.

- o. “Effective Date Year” means the calendar year the Effective Date occurs.
- p. “Fiscal Year” means the accounting period between July 1 and June 30.
- q. “myExED Portal” means the ExED client portal (myexed.org) and the associated applications available to Client staff via this website.
- r. “Notice of Non-Renewal” means a written notice from the Client delivered to ExED no later than sixty (60) days from delivery by ExED of a Notice of Terms Supplement, that the Client will not be renewing ExED’s Services under this Agreement for the coming Fiscal Year.
- s. “Notice of Terms Supplement” means written notice from ExED and delivered to the Client no later than May 1 of each year following the Effective Date Year.
- t. “Payroll Provider” means the third-party human capital management software provider that the Client has contracted with to provide payroll processing and other human resource services.
- u. “Personnel Activity Reports” means the document that demonstrates how a Client employee’s time is allocated to specific federal grants.
- v. “Proprietary Property of ExED” means all rights, title, and interest in and to the materials and systems developed and used by ExED in the performance of the Agreement, including, without limitation, all trade secrets, know-how, protocols, policies, specifications, software, forms, as well as additions and modifications thereto developed and/or used by ExED in the furtherance of its operations and in performance of its obligations under this Agreement. Proprietary Property of ExED also includes ExED work products, reports, templates, studies, specifications, business methods, tools, methodologies, techniques, solution construction aids, analytical frameworks, algorithms, products, documentation, abstracts, and summaries thereof that do not contain or embody the Client’s Confidential Information. Proprietary Property of ExED includes “ExED Core Business Components,” defined as those general skills, know-how, expertise, techniques, methodologies, processes, templates, and business methods that are acquired or developed during the performance of the Agreement and that are related to ExED’s primary business, such as, by way of example, but not of limitation, methodologies and processes for managing school budgets and financial reporting, that do not contain or embody the Client’s Confidential Information. Proprietary Property of ExED also includes “ExED Knowledge Capital,” which means ExED materials existing before the commencement of the Agreement or developed outside the scope of the Agreement that are proprietary to ExED, and all associated intellectual property rights and any enhancements and modifications to such materials, whether or not such enhancements and changes are developed as part of the Agreement.

- w. “Retroactive Services” means services pertaining to (i) a period before the Term of the Agreement, or (ii) prior Fiscal Years under the Agreement. If ExED agrees to provide Retroactive Services during the term of this Agreement, they are described in a separate Exhibit and attached hereto. If ExED agrees to provide Retroactive Services following termination of this Agreement, the Retroactive Services and fees will be described in a separate agreement between the parties.
- x. “School” means each charter school the Client has been authorized to operate by a Chartering Authority, which is operated by the Client and included in the scope of the Services described herein.
- y. “Semiannual Certifications” means the form of time and effort documentation used for the Client’s employees whose salary and benefits are solely charged to a single Federal grant or cost objective.
- z. “Services” means any Basic Services, Additional Services, or Retroactive Services agreed upon by the parties as further described in the respective Exhibits attached hereto.
- aa. “Term” means the period during which this Agreement is in effect between the parties, which shall commence as of the Effective Date and shall terminate upon receipt by ExED of the Client’s Notice of Non-Renewal, unless and until earlier terminated hereof, subject to any provisions which, by their express terms, survive expiration or termination of the Agreement.

2. THE SERVICES

- a. Basic Services. During the Term of this Agreement, ExED will provide the Client with the Basic Services described on Exhibits A, B, C, and/or D, as applicable. ExED shall give the Client a non-exclusive, non-assignable license to use the Proprietary Property of ExED solely for the Client's operations, at no additional cost, during the Term of this Agreement. The Client acknowledges that the Basic Services do not include any services not explicitly included on Exhibits A, B, C, and/or D, as applicable.
- b. Additional Services. The Client may request ExED to provide Additional Services. If ExED agrees to provide Additional Services, the Additional Services will be described in detail in a separate Exhibit to be added to this Agreement and signed by authorized representatives of both parties. Charges, fees, responsibilities, and obligations concerning the Additional Services will be adjusted as described in the separate Exhibit.
- c. Retroactive Services. The Client may request ExED to provide Retroactive Services, provided that such request is (i) made to ExED after May 15th following the applicable Fiscal Year end, and (ii) not the result of ExED’s default in the provision of Services. If ExED agrees to provide Retroactive Services during the term of this Agreement, the Retroactive Services will be described in a separate Exhibit to be added to this Agreement and signed by authorized representatives of both parties. Charges, fees, responsibilities, and obligations concerning the Retroactive Services will be adjusted as described in that Exhibit.
- d. Affiliate Services. ExED does not provide Affiliate Services under this Agreement. The Client shall cause its Affiliates to engage ExED for a separate scope of Affiliate Services or shall manage the financial affairs of its Affiliates without ExED's assistance. If one or more Affiliates have engaged ExED to provide Affiliate Services, and the Client has been

designated to pay for such Affiliate Services (instead of paying higher rent, otherwise required for the Affiliate to pay directly, for example), the Client agrees that ExED's fees for such Affiliate Services will be billed to and due from the Client. This direct billing and payment arrangement will be described in a separate agreement between ExED, the Client, and the Affiliate, or, at ExED's election, a separate Exhibit will be added to this Agreement and signed by authorized representatives of both parties. Any termination or modification applicable to this Agreement (including, without limitation, through a Notice of Non-Renewal or Notices of Terms Supplements, respectively) shall also apply to the rendering of Affiliate Services unless the Affiliate Services are outlined in a separate agreement.

3. PAYMENT AND TERMS

- a. Fees. In addition to any other fees set forth herein, during the Term of this Agreement, the Client shall pay ExED the following fees:
 - (i) Basic Fees. The Client shall pay ExED a total of \$11,702.75 per month (i.e., \$140,433 per annum), plus the actual Payroll Provider fees ExED incurs each month, for the Basic Services outlined in Exhibits A, B, C, and/or D, as applicable (the "Basic Fees"). For clarification, the Basic Fees include CALPADS Reporting fees of \$1,475.00 per month (i.e., \$17,700 per annum).
 - (ii) Supplemental Fee Schedule. ExED has established an hourly rate ("Supplemental Fee Schedule") to be charged for Additional Services the Client requests, and ExED agrees to perform, that are outside the Basic services defined in the Agreement. The Supplemental Fee Schedule sets the hourly rate at:

(1)	VP or Director:	\$150.00
(2)	Manager:	\$86.00
(3)	Other Staff:	\$57.00
 - (iii) Other expenses. The Client will reimburse ExED for its actual, reasonable out-of-pocket expenses. These out-of-pocket expenses will not exceed \$150 per month without prior written authorization from the Client.
- b. Payment terms.
 - (i) ExED will invoice the Client monthly for services.
 - (ii) Payment is due thirty (30) days from the monthly invoice date.
 - (iii) Payments made after the 30-day period outlined in Section 3(b)(i) above are subject to a late payment penalty equal to a monthly rate of 1%, not to exceed the maximum allowed under applicable law.
- c. Right to Suspend Performance. In the event of default or payment delay greater than thirty (30) days from the invoice date, ExED reserves the right to suspend part or all of its performance of duties under this Agreement, including the rendering of Services, until all amounts for Services that are due and payable are paid in full. In the event the Client disputes all or any portion of the invoice that is due, the Client shall notify ExED in writing within twenty (20) days of receipt of the invoice and initiate the dispute resolution process under Section 10 hereof but shall pay the invoice in full, pending the outcome of such process.

- d. Taxes. Except as expressly stated in this Agreement, ExED and the Client are responsible for any taxes on their respective incomes and for payment and withholding of all applicable taxes, including but not limited to income, property, and sales taxes.
- e. Notice of Terms Supplement. The prices and related charges for the Services are subject to change each year, beginning June 30th of the year following the Effective Date Year. ExED shall deliver a Notice of Terms Supplement each year following the Effective Date Year, which Notice of Terms Supplement shall detail any applicable changes in Service prices and related costs, including without limitation, concerning expense reimbursements, and any other amendments, changes, or supplements to the terms and conditions of this Agreement. If the Client determines not to renew ExED's Services under this Agreement, it shall timely deliver a Notice of Non-Renewal no later than sixty (60) days from delivery by ExED of a Notice of Terms Supplement. Failure by the Client to timely deliver a Notice of Non-Renewal shall be deemed the Client's agreement to renew this Agreement, as modified by the terms and conditions contained in the Notice of Terms Supplement.

4. RELATIONSHIP OF THE PARTIES

- a. Independent Contractors. ExED and the Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any joint venture, partnership, employment, fiduciary, or trust relationship between the parties concerning the subject matter of this Agreement. Except as may be expressly agreed upon in this Agreement or an Exhibit attached hereto, neither party has any authority or power to act as an agent of the other or to enter into any agreement, contract, or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any third person or entity.
- b. No Benefits. No ExED employee is eligible to participate in any benefits programs offered by the Client to its employees, nor in any pension plans, insurance plans, or other similar plans provided by the Client to its employees.
- c. Employees. Each party will exercise day-to-day control over and supervision of its respective employees, including, but not limited to, hiring, evaluation, promotion, demotion, compensation, employee benefits, discipline, and discharge. All work assignments, instruction, scheduling, staffing, and direction of the Client employees shall be the exclusive province of the Client. Each party is responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.
- d. Subcontractors. ExED reserves the right to subcontract the Services with other individuals and businesses. ExED will be responsible for its subcontractors, all payments to subcontractors, and the direction and control of the work to be performed by its subcontractors, if any. All subcontractors, if any, will be required by ExED to comply with the terms and conditions of this Agreement respecting the Client's Confidential Information.

5. THE CLIENT'S OBLIGATIONS

- a. Authorized Personnel. The Client Administrator(s) identified herein are authorized to work with ExED and authorize their staff to work with ExED concerning the Services outlined in this Agreement. In the absence of such designated persons, ExED shall be authorized to communicate with any of the Client Administrators and the presiding officer of the Board.
- b. Principal and Alternative Contact(s). The Board may also identify, in writing to ExED, its key or principal contact, if other than the Client Administrator, who is authorized to receive and disclose Confidential Information and to work with ExED concerning the Services outlined in this Agreement, as well as alternative contact(s) in the event the Client Administrator cannot or should not serve as the Client's contact due to conflict or suspected misconduct.
- c. Coordination and Cooperation.
 - (i) The Client will cause the Client Administrator(s) and other authorized staff members to work closely and cooperatively with ExED to facilitate the effective performance and delivery of the Services. The Client will comply with and respond promptly to all reasonable requests of ExED for information, documents, or actions necessary for the performance of the Services.
 - (ii) The Client staff with access to the myExED Portal will take reasonable steps to maintain the confidentiality of their myExED login credentials. The Client staff will promptly notify ExED in writing if the secrecy of their myExED login credentials has been compromised.
 - (iii) The Client staff will take reasonable steps to ensure the security of the devices used to access the myExED Portal and will use their best effort to promptly notify ExED in writing if a device's security has been compromised.
 - (iv) The Client staff will only use the myExED Portal for work-related activities.
- d. Financial Records and Audit. The Client will obtain an annual audit of its books and records from a state-approved Auditor at the end of each fiscal year and immediately provide ExED with a copy of any annual audit and related reports, notes, or statements.
- e. Grant and Funding Requirements.
 - (i) The Client covenants to comply with all material grant and funding requirements, as the same may impact the rendering of ExED's Services hereunder, including record keeping, reporting, management, financial controls, and policies and procedures.
 - (ii) The Client is responsible for preparing the Semiannual Certifications and/or Personnel Activity Reports to account for wages paid for with federal funds.
- f. Chartering Authority Requirements. The Client covenants to comply with all material requirements, hereunder, as the same may impact the rendering of ExED's Services hereunder, including the adherence to the policies and procedures of the Chartering Authority to the extent applicable to the Client.

- g. The Client Policies and Procedures. The Client covenants to develop, apply, and follow not less than customary and reasonable policies and procedures applicable to human resources, payroll administration, internal financial controls, accounts payable and other disbursements, and, if applicable, competitive bid procedures for vendors.
 - h. Insurance. The Client will obtain and maintain customary and reasonable general liability coverage for its facilities and operations. ExED shall be entitled to request and receive evidence of such coverage.
 - i. Notice and Information. The Client covenants that it will provide ExED with prompt, complete, and accurate notice of and information concerning any material errors in the Client data and the Client's books and records, as well as investigations or inquiries into the Client, its activities, operations and reports by the Chartering Authority or any other governmental authority, to the extent permitted by law. The Client will promptly provide ExED with copies of every report or notice provided to the Chartering Authority or any other governmental agency, including any schedules or exhibits thereto, to the extent such report or notice relates to the Services outlined in this Agreement.
 - j. Designation of ExED. The Client hereby designates employees and subcontractors of ExED whose duties require access to Confidential Information, including personnel and student information, as having a legitimate educational interest under FERPA.
 - k. Protection of Proprietary Property of ExED. The Client shall maintain the confidentiality of all Proprietary Property of ExED and shall not divulge such information to any third parties both during the Term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. The Client shall take reasonable precautions against disclosure of any Proprietary Property of ExED to any unauthorized person by any of its officers, directors, employees, or agents. The Client shall not directly or indirectly, without the express prior written permission of ExED, use the Proprietary Property of ExED for any purpose except to the limited extent necessary for the conduct of its operations per this Agreement. Upon termination of this Agreement for any reason, the Client shall cease all use of the Proprietary Property of ExED and discard and destroy any tangible portion of the Proprietary Property of ExED in its possession or control.
 - l. Integrity and Financial Responsibility. The Client will act in good faith and alert the management of ExED to any fraudulent activity reasonably related to the Services as soon as the Client becomes aware, to the extent permitted by law. The Client acknowledges that ExED's ability to provide Services is premised upon the Client acting financially prudently, including but not limited to timely approval of balanced budgets and maintaining a positive variance to budget throughout the year to the extent feasible.
6. REPRESENTATIONS AND WARRANTIES OF CLIENT
- a. Organization of the Client. The Client is a California nonprofit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California and eligible for determination as a tax-exempt organization. The Client has all requisite power and authority to own, lease, and operate its properties and to carry on its educational operations as they are now being conducted.
 - b. Corporate Power and Authorization. The Client has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement by the Client have been duly

authorized by all necessary corporate action. This Agreement has been duly executed and delivered by the Client and constitutes the valid and legally binding obligation of the Client, enforceable in accordance with its terms and conditions. The Client need not give any notice to make any filing with or obtain any authorization, consent, or approval of any government or governmental agency to consummate the transactions contemplated by this Agreement.

- c. No Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Client is subject or any provision of its Articles of Incorporation, Bylaws, Articles of Organization, Operating Agreement, and/or other organizational documents, as applicable, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or another arrangement to which the Client is a party or by which it is bound or to which any of its assets is subject.
- d. No Litigation. Other than as disclosed to ExED, there are no pending or threatened legal actions, arbitrations, or other proceedings against the Client, nor are there any pending or threatened proceedings as to unpaid or disputed tax liabilities of the Client which may adversely impact its operations or ability to perform its obligations under this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF ExED

- a. Corporate Power and Authorization. ExED has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement by ExED have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by ExED and constitutes the valid and legally binding obligation of ExED, enforceable in accordance with its terms and conditions. ExED need not give any notice to make any filing with or obtain any authorization, consent, or approval of any government or governmental agency to consummate the transactions contemplated by this Agreement.
- b. No Breach. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which ExED is subject or any provision of its Articles of Incorporation or Bylaws or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or another arrangement to which ExED is a party or by which it is bound or to which any of its assets is subject.
- c. Insurance. ExED will obtain and maintain customary and reasonable comprehensive commercial general liability, professional liability, crime, and cyber liability insurance appropriate to the Services being rendered under this Agreement.

- d. Support Systems, Tools, and Services. Provide secure access to the myExED Portal (myexed.org) so that relevant Client staff can access ExED applications and exchange necessary information.
- e. No Duty to Monitor Compliance with Obligations. In the course of its work, and consistent with the Client's obligations hereunder, ExED may become aware of instances of non-compliance by the Client with its policies, procedures, or other obligations described in Section 5 of this Agreement. ExED may bring such failures to the attention of the Client Administrator or chief executive officer or the presiding officer of the Board but shall have no obligation to do so unless the failure directly and materially affects ExED's ability to carry out its obligations under this Agreement or is the basis for termination of the Agreement for cause.
- f. Confidentiality. ExED shall use commercially reasonable efforts to keep all Confidential Information made available to it under this Agreement confidential to the extent required by law, provided that nothing herein shall be construed as restricting ExED in performing the Services, which requires routine disclosure of such information to Auditors, Chartering Authorities, regulatory agencies, insurance carriers, service providers and suppliers, and the Client. Confidential Information shall be handled by ExED, its employees, and its subcontractors as follows:
 - (i) Except as set forth in Section 7(f)(vi) below, ExED shall not use the Confidential Information disclosed by the Client pursuant to this Agreement for any purpose other than carrying out its obligations under this Agreement.
 - (ii) ExED and any ExED subcontractors granted access to the Client's Confidential Information will take reasonable steps to maintain the confidentiality of the Client's Confidential Information and will notify the Client if the confidentiality has been compromised.
 - (iii) ExED and any ExED subcontractors will take reasonable steps to ensure the security of the devices used by their staff to access the Client Information and will use their best effort to notify the Client if the security of a device has been compromised.
 - (iv) ExED shall maintain reasonable security measures to safeguard the Confidential Information.
 - (v) ExED may, but shall not be required to, destroy the Confidential Information in its possession when no longer needed to carry out the purposes of this Agreement. To the extent such Confidential Information resides only on equipment or in files owned or controlled by ExED, upon termination of this Agreement, ExED shall provide copies to the Client at the Client's expense. ExED shall require its employees and subcontractors to agree to comply with these Standard Conditions for the handling of Confidential Information.
 - (vi) Notwithstanding the foregoing, ExED shall have the right to use the Client's Confidential Information in a non-identifiable way as part of its overall database of information about public charter schools. For example, the Client's salaries may be included in the general information ExED compiles and provides to all of its clients regarding the range of salaries offered by similar schools.

- g. Limited Services Warranty. ExED represents and warrants that it has the requisite personnel, equipment, expertise, experience, and skill to perform its obligations hereunder and provide the Services to the Client in a timely and professional manner.

8. INDEMNITIES, DISCLAIMERS, AND LIMITATION OF LIABILITY.

- a. Subject to the terms of Section 8(d) below, the Client and ExED agree to indemnify each other and hold each other and each other's officers, directors, employees, and agents harmless from and against any direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions in violation of the terms of this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

- b. Disclaimer of all Other Warranties.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY MADE IN SECTION 7 OF THIS AGREEMENT. ExED DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, OR ANY THIRD-PARTY SOFTWARE OR HARDWARE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- c. Limited Remedy. The Client's exclusive remedy for a default in the provision of Services hereunder is to (i) provide a written notice detailing the default to ExED and, following review and a determination of fault by ExED, to have ExED perform or reperform the applicable Service at ExED's expense, and/or (ii) to terminate this Agreement in accordance with Section 9(b) below.

- d. Limitation of Liability.

EVEN IF ExED CANNOT OR DOES NOT PERFORM OR RE-PERFORM ANY DEFECTIVE SERVICES, AND THE CLIENT'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, ExED'S (INCLUDING ITS DIRECTORS, OFFICERS, AND EMPLOYEES') TOTAL AND AGGREGATE LIABILITY, WHETHER ARISING IN TORT, CONTRACT, MISREPRESENTATION, BREACH OF WARRANTY OR FOR ANY OTHER CAUSE OF ACTION AT LAW OR IN EQUITY SHALL NOT EXCEED ExED'S TOTAL AGGREGATE FEES ACTUALLY PAID FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT DURING THE PRIOR 12 MONTH PERIOD ENDING ON THE DATE THE CLAIM GIVING RISE TO SUCH LIABILITY IS MADE HEREUNDER. IN NO EVENT SHALL ExED BE LIABLE TO THE CLIENT OR ANYONE CLAIMING BY OR THROUGH THE CLIENT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY THE CLIENT OR ANY AFFILIATE OF THE CLIENT, WHETHER OR NOT SUCH DAMAGES WERE OR COULD HAVE BEEN FORESEEABLE TO ExED. NO DIRECTOR, OFFICER, OR EMPLOYEE OF ExED SHALL BE LIABLE TO THE CLIENT OR ANYONE CLAIMING BY OR THROUGH THE CLIENT ON ACCOUNT OF ANY ACT OR OMISSION OF ExED, REGARDLESS OF THE NATURE OF SUCH ACT OR OMISSION OF ExED, OR

THE THEORY OF LIABILITY ASSERTED AGAINST ExED OR SUCH DIRECTOR, OFFICER OR EMPLOYEE OF ExED, EITHER INDEPENDENTLY OR IN A VICARIOUS CAPACITY.

THE LIMITATIONS SET FORTH IN THIS SECTION 8 SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE.

- e. Allocation of Risk. The Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing Sections of this Agreement providing for an agreed allocation of the risk for any default in Services, as between the parties. The Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of such risk.
- f. Survival. The terms of this Section 8 shall survive the expiration or earlier termination of the Agreement.

9. TERM, EXPIRATION AND EARLY TERMINATION.

- a. The Term. This Agreement shall continue in full force and effect during the Term. The Term of this Agreement shall renew and extend automatically for one year, on June 30th of the year following the Effective Date Year, and on each year anniversary thereafter, unless the Client duly delivers a Notice of Non-Renewal to ExED. Notice of Non-Renewals delivered after sixty (60) days from delivery by ExED of a Notice of Terms Supplement shall be deemed to be a termination for convenience on the part of the Client under Section 9(d) below.
- b. Termination for Uncured Breach. If either party to this Agreement materially defaults in the performance of any of the terms of this Agreement, the non-defaulting party may terminate this Agreement by providing written notice of termination to the defaulting party of the nature of the default or material breach of this Agreement and the termination shall be effective thirty (30) days from receipt of notice unless the defaulting party cures such default within said thirty-day period.
- c. Insolvency. In the event that either party is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, the other party may terminate this Agreement upon written notice.
- d. Termination for Convenience. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. During the notice period, the parties shall cooperate to complete the pending Service work for the current month, and payment for Services hereunder shall be made through the end of the month in which termination occurs. After termination of this Agreement for convenience, the Client may request ExED to provide Retroactive Services pertaining to the Term of the Agreement. If ExED agrees to provide such Retroactive Services, such Retroactive Services and fees will be described in a separate agreement.
- e. Immediate Termination for Cause. ExED may immediately terminate this Agreement in the event it determines that (i) it cannot provide the Services in a timely or professional manner due to the actions or inaction of the Client concerning financial controls, management, or operations, or (ii) the Client has engaged or been accused of engaging in material misconduct inconsistent with ExED's mission or nonprofit purpose; in such event, ExED will cooperate with the Client to transition its duties to the Client's personnel or

another vendor and ExED shall be entitled to payment of its fees and reimbursable expenses for each month ExED is involved with such transition of duties.

- f. Non-Renewal. If the Client timely delivers a Notice of Non-Renewal to ExED ending the Term of this Agreement, ExED shall be entitled to a close-out fee equal to two (2) months' fees for completion of any financial reporting Services pertaining to the last Fiscal Year covered by this Agreement. After termination of this Agreement following delivery of a Notice of Non-Renewal, the Client may request ExED to provide Retroactive Services pertaining to the Term of the Agreement. If ExED agrees to provide such Retroactive Services, such Retroactive Services and fees will be described in a separate agreement.
- g. Other Rights. Subject to the terms of Section 8(c), (i) the rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights are cumulative, and (ii) the exercise of any right or remedy under this Section 9 does not preclude the exercise of any other right or remedy.
- h. Proration of Service Fees Upon Termination. If this Agreement is terminated early, as provided for above in Sections 9(b) through (e), in addition to any fees and other amounts due and owing to ExED as may be outlined in each such Section, ExED's Service fees and expense reimbursements shall be prorated to the date of such termination. ExED shall have the right to payment for all Services rendered and reimbursable expenses incurred up to this Agreement's termination date.

10. DISPUTE RESOLUTION.

Any dispute, controversy, or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement (each, a "Dispute") shall be resolved solely in accordance with the terms of this Section 10.

- a. Resolution Sequence. The claiming party, with respect to the Dispute, shall provide written notice of the Dispute to the non-claiming party, with reasonable detail regarding the claiming party's position and supporting facts. The parties shall have their chief executive officers meet and confer in good faith, in person if reasonably possible, within thirty (30) days of receipt of such written notice regarding the Dispute in an effort to resolve the Dispute in a mutually acceptable manner. If the Dispute cannot be settled by good faith negotiation between the chief executive officers of the parties, ExED and the Client will submit the Dispute to the judicial reference process pursuant to California Code of Civil Procedure Section 688, et seq. Any Dispute brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Section 10 in lieu of the jury trial waivers otherwise provided for in this Agreement.
- b. Referee Qualifications. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years of experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all parties.
- c. Referee Selection. If the parties are unable to agree upon a referee within ten (10) calendar days after the thirty (30) day negotiation period referenced above has ended, then the referee

will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).

- d. Reference Procedure. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and the California Evidence Code, except as otherwise explicitly agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such a decision would be appealable if rendered by a judge of the superior court.
- e. Expenses. During the pendency of any Dispute that is submitted to judicial reference in accordance with this Agreement, each of the parties to such Dispute shall bear their own legal expenses and equal shares of the fees charged and costs incurred by the referee in performing the services described in this Section 10. The compensation of the referee shall not exceed the prevailing rate for like services. Following adjudication of a Dispute, the prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee, and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
- f. Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of the Confidential Information and the Proprietary Information of ExED, there can be no adequate remedy of law for any breach of its obligations to maintain the confidentiality and security of such information, and that any breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated for through damages. Therefore, notwithstanding the foregoing provisions of this Section 10, upon any such breach or any threat thereof, the non-breaching party may, at its option, seek temporary, preliminary, and permanent injunctive relief and other provisional or ancillary remedies and, subject to the terms of Section 8(d) hereof, to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations to keep the non-breaching party's Proprietary Information and Confidential Information confidential and secure, or the unauthorized use or release of any such Proprietary Information and Confidential Information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware. The obligations of the parties under this paragraph shall survive the expiration or termination for any reason of this Agreement.
- g. Bankruptcy Proceedings. In addition, the foregoing provisions of this Section 10 shall not be deemed to apply to or limit the right of the claiming party to pursue rights against the non-claiming party in a bankruptcy or insolvency proceeding.
- h. Exercise of Rights & Remedies Not A Waiver. The exercise of the rights and remedies set forth in Sections 10(f) and (g), which are not subject to the judicial reference process described in this Section 10, shall constitute a waiver of the right of any party, including, but not limited to, the claiming party in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies.

- i. THIS SECTION 10 CONSTITUTES A “REFERENCE AGREEMENT” BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.
- j. Limitation on Actions. Any Dispute either party may have against the other with respect to this Agreement must be brought within two years after the cause of action arises. This Section 10 shall survive the expiration or termination for any reason of this Agreement.

11. GENERAL.

- a. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, fully supersedes any prior agreements or understandings pertaining to the subject matter hereof, and no change in, modification of or addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by each and all of the parties hereto subsequent to the execution of this Agreement.
- b. Waiver in Writing. During the term of this Agreement, neither party shall be deemed to have waived any right, power, or privilege under this Agreement or any provision thereof unless such waiver shall have been duly executed in writing and acknowledged by the party to be charged with such waiver.
- c. No Implied Waiver. The failure of any party to act or exercise its rights hereunder upon the breach of any of the terms or conditions hereof shall not be construed as a waiver of such breach, nor shall it prevent such party from hereafter enforcing strict compliance with any of the terms and conditions herein set forth.
- d. Communications. Any notice or other communication required by, or permitted to be made by or given to, either party pursuant to this Agreement shall be sent to such party by electronic mail, registered, certified, or express mail, postage prepaid or prepaid courier service, addressed to such party at the address listed on its website or to such other addresses as such party shall designate by written notice given to the other party. It shall be deemed to have been made, given, or provided on the date of receipt.
- e. Assignment; Successors. This Agreement is personal, being entered into in reliance upon and consideration of the skill, qualifications, and representations of, as well as trust and confidence reposed in ExED and its employees and its selected subcontractors. Accordingly, neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party, except that ExED may assign this Agreement to an affiliate which ExED controls. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- f. Force Majeure. Neither party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement, except for the payment of money as and when due, when such delay or failure arises from circumstances beyond the control and without the fault or negligence of such party. Such causes may include, without limitation, acts of God, acts of public enemies, acts of civil or military authority, labor disputes, material or component shortages, embargoes, rationing, quarantines, blockades, sabotage, utility or communication failures or delays, earthquakes, fire, flood, epidemics, riots or strikes. The time for performance of any act delayed by any such event may be postponed for a period equal to the period of such delay. In order to avail itself of rights under this Section 11(f), a party claiming force majeure excusal must provide written notice to the other party of the

circumstances constituting force majeure within fifteen (15) days of their occurrence. The provisions of this Section 11(f) shall not excuse the payment of money by the parties when and as due, regardless of force majeure.

- g. Publicity. The Client may act as a reference for ExED with respect to the Services upon ExED's reasonable request. ExED may issue press releases or identify the Client in marketing materials provided that all references to the Client are fair, accurate, and not misleading and that they are approved by the Client in writing, in advance, in each instance.
- h. Headings. The headings of the several articles and sections are inserted for convenience of reference only. They are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- i. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to principles of conflicts of law.
- j. Counterparts. This Agreement (and its Exhibits) may be executed in several counterparts, including electronic counterparts (such as facsimile or .pdf), each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties shall not have signed the same counterpart.
- k. Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES RENDERED HEREUNDER, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENUE FOR ANY ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SHALL BE LAID IN LOCAL OR FEDERAL COURTS LOCATED IN LOS ANGELES, CALIFORNIA. THE PARTIES HEREBY WAIVE ANY DEFENSE OF INCONVENIENT FORUM.

12. EXCLUSIONS & ADDITIONS.

- a. The following services, responsibilities, and activities are hereby expressly excluded from the Services, together with any services, responsibilities, and activities by ExED on behalf of the Client not explicitly set forth in the respective Exhibits:
 - (i) Managing or designing human resources processes to ensure the Client's compliance as the employer of record.
 - (ii) Managing or confirming the accuracy of vacation and sick accrual balances.
 - (iii) Identifying or applying for private grants. Should the Client receive a private grant, the Client is responsible for tracking and informing ExED of financial reporting requirements.

- (iv) Developing Local Control and Accountability Plan (LCAP) goals and actions, or identifying actions that contribute to increasing or improving services for unduplicated pupils.
- (v) Drafting the narrative sections of the Budget Overview for Parents.
- (vi) Ensuring compliance for programs paid for with restricted funds, including determining allowable expenses and completing time and effort reporting.
- (vii) Preparing and filing property tax exemption forms.
- (viii) System for Award Management (SAM) registration or renewal registration.
- (ix) Maintaining corporation/limited liability company/non-profit status, including filing Statements of Information.
- (x) Obtaining or renewing liability and workers' compensation insurance.
- (xi) Ensuring Brown Act compliance or providing Brown Act training.

IN WITNESS WHEREOF, the parties hereto execute this Agreement in counterparts as of the Effective Date through duly authorized representatives.

CLIENT:

By: _____ Dated: _____,

Name: _____

Title: _____

ExED:

By: _____ Dated: _____,

Name: Tait G. Anderson

Title: CFO/COO

Exhibit A

School Finance and Accounting Services

(attached if applicable)

Exhibit A – School Finance and Accounting Services

- 1) List of School Finance and Accounting Services. ExED will perform the services outlined below (collectively, the “School Finance and Accounting Services”):
 - A) Budgeting, Financial Reporting, and Forecasting
 - 1) Budget Development.
 - (a) Work with the Client Administrator to develop an annual budget for each School and a multi-year budget, if necessary, beginning in March of each year, for approval by the Client’s governing board no later than June 30th.
 - 2) Budget Revisions
 - (a) Upon the approval of the budget of the State of California as approved and signed by the Governor of the State of California for the current Fiscal Year, ExED will work with the Client Administrator to perform any revisions to the Budget to reflect the legislation adopted, if necessary.
 - (b) Provide annual forecasts, updated monthly, to provide accurate year-end projections.
 - 3) Standard Financial Reports
 - (a) Prepare and email or make electronically available Standard Financial Reports (as defined below), or a subset of Standard Financial Reports approved by the Client Administrator, by the 10th of the month following month-end reconciliation or on a schedule mutually agreed to with the Client. For example, financial reports for September will be available by November 10th.
 - (b) In this Agreement, “Standard Financial Reports” shall mean:
 - (i) Financial Dashboard (excluded from July Financial Package)
 - (ii) Cash Flow Forecast (excluded from July Financial Package)
 - (iii) Financial Analysis (excluded from July Financial Package)
 - (iv) Income Statement
 - (v) Balance Sheet
 - (vi) Check Register
 - (vii) Credit Card Register
 - 4) Financial Dashboard
 - (a) Prepare a dashboard that displays key indicators of financial health – income statement summary with variances and forecast, cash flow charts with actuals and forecast for the year, ADA and enrollment chart with actuals and forecast, a balance sheet summary, and liquidity ratios.
 - 5) Cash Flow Forecast
 - (a) ExED will prepare the Cash Flow Forecast report for each School throughout the year as part of the Standard Financial Reports.
 - 6) Financial Analysis
 - (a) ExED will analyze actual versus budget revenue and expenses and monitor cash flow.
 - 7) Online Reporting
 - (a) Provide online access to year-to-date actuals, annual budget, budget remaining, and other financial and transactional reporting in the myExED client portal.
 - 8) The Client & Board Meetings
 - (a) At least once every quarter, ExED shall prepare and review the Client’s financials with the Client Administrator.
 - (b) Prepare and present the Client’s financial health to the Board as appropriate, but no less

- than once every quarter, including special Board meetings.
 - (c) Prepare and present the Client's financial reports to Finance Committees as appropriate.
 - (d) Provide analytical support and training to assist the Client Administrator in interpreting financial statements and managing the organization's financial challenges.
- 9) Chartering Authority Financial Reporting
 - (a) Complete and submit all financial reporting required to the Client's Charter Authorizer, including First Interim, Second Interim, Unaudited Actuals, and Preliminary Budget as required by any mandated due dates.
- B) Accounting and Bookkeeping Services
 - 1) General Ledger Maintenance
 - (a) Establish and maintain the Client's general ledger per the account codes mandated by the California Department of Education. ExED will monitor and edit revenue and expenditure account code structure, add program and location codes when needed, and perform regular maintenance.
 - (b) Maintain the general ledger in accordance with GAAP, ensuring all revenues and expenses are recorded and reported accurately.
 - 2) Bookkeeping
 - (a) Record all transactions into the accounting system with appropriate coding to enable the required reporting.
 - (b) Perform lease accounting that complies with the ASC 842 lease accounting standards.
 - (c) Create the payroll journal entry to record detailed payroll expenses in the general ledger, ensuring correct coding.
 - (d) Establish Client-specific tracking codes to support the Client's reporting and budget management needs.
 - (e) Complete the fiscal year-end close.
 - 3) Bank and Balance Sheet Reconciliations
 - (a) Perform monthly reconciliation of all bank accounts.
 - (b) Perform reconciliation of other balance sheet accounts, at a minimum, quarterly: Prepaid/Deposits, Accounts Receivable, Accounts Payable, Payroll Liability, Debt/Loans, and any Other Asset or Liability accounts.
 - 4) Fixed Assets
 - (a) Maintain an inventory of fixed assets over the Client-designated capitalization threshold.
 - (b) Record monthly depreciation entries and update asset values for capitalized items.
 - 5) Accounts Payable
 - (a) Review vendor invoices for proper approval and coding.
 - (b) Issue vendor payments once per week on a schedule mutually agreed to with the Client.
 - (c) Process rush payments in addition to the weekly payment cycle (additional processing fees may apply).
 - (d) Complete 1099s for independent contractors. The Client is responsible for obtaining and submitting to ExED the IRS Form W-9 for all vendors.
 - (e) Process credit card transactions and employee reimbursements based on the information provided by the Client.
 - 6) Accounts Receivable
 - (a) Monitor receipt of revenue to ensure the Client receives all entitlements. Employ reasonable efforts, in partnership with the Client, to pursue collection activities to receive past due funding from government agencies, not including initiating legal proceedings.
 - 7) Training and Support
 - (a) Train school personnel on accounting processes, myExED Portal applications, and

internal control procedures.

C) Audit and Tax Preparation

1) Audit Preparation

- (a) Collect or provide instructions to the Client on how to provide the information required by Auditors for testing and audit report drafting.
- (b) Prepare required schedules (e.g., accrual worksheet, fixed asset ledger, balance sheet account detail, etc.).
- (c) Serve as the point of contact for all communication with the Auditors regarding financial data maintained by ExED.
- (d) Work with and meet with the Client's Audit Committee as needed.
- (e) Prepare the adjusting journal entries as required by the auditors.

2) Tax Preparation

- (a) Prepare and collect the required information for the Auditor to complete the Form 990 federal tax return and Form 199 California Exempt Organization Annual Information Return.
- (b) Prepare sales and use tax returns when notified by the Client that these returns are needed and report the information if provided the necessary access to the relevant tax filing systems.

D) Cash Management

1) Cash Position Reports

- (a) Prepare the Cash Position Report and deliver it to the Client on a schedule and in a format agreed to with the Client. The Cash Position Report summarizes the current bank balance, payments issued, accounts payable balance, and projected short-term cash balances.

2) Loans & Lines of Credit

- (a) Analyze working capital needs and assist the Client in preparing or renewing loan or line of credit applications if needed.
- (b) In the case of state cash deferrals, prepare the application for deferral exemptions if eligible.

3) Invoice Payment

- (a) Manage the timing of invoice payment.

E) Compliance and Fiscal Reporting

1) Categorical Funding Applications

- (a) Prepare funding applications for funding sources identified in the Client's Budget. This includes the following (if applicable): Mandated Block Grant, Consolidated Application (ConApp), the Annual Funding Survey, the PENSEC Report for new/expanding schools, SB 740 Facility Grant Program, and the Facilities Incentive Grant, if the Client is eligible and requests that ExED complete the application.
- (b) Assist with budget/financial sections of the Public Charter Schools Grant Program (PCSGP) and other grant applications, if applicable.

2) Compliance and Fiscal Reporting

- (a) Prepare the preliminary Budget report and submit it to the Chartering Authority in the required format.
- (b) LCAP Reporting
 - (i) Incorporate the Local Control Accountability Plan ("LCAP") expenditure assumptions into the Client's Budget.
 - (ii) Provide Local Control Funding Formula ("LCFF") funding numbers (LCFF Base Revenue, LCFF Supplemental and Concentration, and Minimum Proportionality Percentage) required for the LCAP.

- (iii) Assist with budget estimates related to the actions and services included in LCAP. ExED expects the development of the LCAP to be an iterative, ongoing process developed over multiple months. For each iteration, ExED requires 10 business days to provide budget estimates. If ExED is not provided sufficient time to develop budget estimates or if the Client develops LCAP in a short time frame, ExED may not be able to provide budget estimates, and the Client will need to develop these estimates.
 - (iv) Assist with completing the financial portions of the mid-year and annual LCAP updates.
 - (c) Prepare and disseminate fiscal reports to lenders and creditors as appropriate.
 - (d) Prepare per pupil expenditure section of the School Accountability Report Card (SARC).
 - (e) School Nutrition Program
 - (i) Prepare year-end School Nutrition Program Cost and Revenue reporting.
 - (ii) Assist in preparing the financial components of the School Nutrition Program Administrative Review.
 - (f) Prepare the Every Student Succeeds Act Per Pupil Expenditure Report.
 - (g) Prepare and submit federal and state expenditure reporting as appropriate, including expenditure reporting for categorical funding sources (e.g., ESSER, Arts Music and Instructional Materials Discretionary Block Grant, Expanded Learning Opportunity Program, Proposition 28 – Arts & Music in Schools Program, Learning Recovery Emergency Block Grant, Educator Effectiveness, the Universal Pre-K Planning Grant, Title I, II, III, and IV, After School Educational & Safety program, etc.).
 - (h) Submit Federal Cash Management reports and prepare calculations for interest earned on federal funds.
 - (i) Assist, as appropriate, in preparing the fiscal components of Federal Program Monitoring visits and other compliance monitoring reviews.
- F) Charter Authorizer Support
- 1) Support the Client with financial-related communications with the Charter Authorizer. ExED will:
 - (a) Prepare regular financial reporting (budget and interim reporting).
 - (b) Provide financial documents and reports as requested.
 - (c) In partnership with the Client, prepare the fiscal materials requested for the Client's oversight reviews with the charter authorizer and governmental agencies and participate in oversight reviews.
 - (d) Assist the Client Administrator when meeting with the charter authorizer to discuss the fiscal health and outlook of each Client school.
 - 2) Assist in the charter renewal and material revision process by preparing the required forecasts and cash flow projections.
- G) Strategic Planning
- 1) Partner with the Client Administrator(s) and the Client's board of directors to develop financial strategies to support the Client's long-term success.
- 2) The Client's Obligations. In addition to the obligations of the Client set forth in the Agreement and the other Exhibits thereto, the Client shall have the following additional obligations relating to ExED's provision of the School Finance and Accounting Services:
- A) Financial Records and Audit.
- 1) The Client will maintain customary and reasonably correct, complete, and accurate records and other supporting information enabling ExED to render the Services hereunder. The

Client will deliver all supporting documentation by the monthly close timeline developed by ExED and provided to the Client. If the Client submits the required supporting documentation after the monthly close deadline, ExED cannot guarantee the on-time submission of financial reports for the Client management review and/or Client board meetings.

- 2) The Client covenants to assist ExED in reconciling outstanding invoices and provide ExED with copies or originals of vendor invoices and correspondence, as well as other statements and receipts, per the monthly close deadline established by ExED.
 - B) Bank Accounts. The Client is responsible for notifying ExED of all bank accounts.
 - C) Leases and Fixed Assets.
 - 1) The Client is responsible for notifying ExED of all lease activity (e.g., when the Client enters into a new lease or modifies an existing lease).
 - 2) The Client is responsible for notifying ExED if it disposes of fixed assets.
 - D) Other School Entity Accounting. The Client is responsible for completing the accounting and bookkeeping activities of other school entities (e.g., the Associated Student Body (ASB), the Parent Teacher Association (PTA), etc.).
 - E) Statement of Information. The Client is responsible for submitting the biannual Statement of Information to the Secretary of State.
- 3) Additional Fees
- A) The following services, responsibilities, and activities are available as part of the Services, as requested by the Client in writing, for the additional fees described below:
 - 1) For new charter school petitions, ExED will prepare the budget to be submitted with the petition for an additional fee of \$3,750.
 - 2) Rush Checks/Payments: Rush checks are discouraged and are defined as checks/payments that the Client requests outside of the regular weekly processing schedule. The Client will be allowed one rush check a month with no charge. After that, the Client will be charged a fee of \$40.00 per rushed check. The Client will also be responsible for the cost of any special delivery, if applicable.
 - 3) ExED will charge \$150/hour for work related to securing facility financing (e.g., providing financial analysis, developing financial scenarios, and preparing financial reporting that is required to assist the Client in securing or applying for facility financing).
 - 4) SpendBridge invoice automation features
 - (a) If the Client chooses to use SpendBridge's AI invoicing feature to process invoices automatically, ExED will charge \$1.25 per invoice.

Exhibit B

Payroll Processing and Retirement Reporting Services

(attached if applicable)

Exhibit B – Payroll Processing and Retirement Reporting Services

- 1) List of Payroll Process and Retirement Reporting Services. ExED will perform the services as outlined in the table and further described below (collectively, the “Payroll Processing and Retirement Reporting Services”):

Service	ExED will Perform Service
A. Payroll Processing	Yes
B. Retirement Reporting	
B.1. CalSTRS Reporting	Yes
B.2. CalPERS Reporting	No
B.3. Other Retirement Reporting	Yes, if applicable

A) Payroll Processing

- 1) Review the payroll information the Client maintains within the Payroll Provider software in a manner consistent with the information given to ExED, including (i) employee information related to payroll processing and (ii) non-tax payment information, such as voluntary deductions and garnishments.
- 2) Calculate and submit the state payroll tax payments and returns if the Payroll Provider requests/requires assistance in completing the reports it does not file.
- 3) Provide the Client with a payroll schedule for the calendar year, which includes pay periods and deadlines for ExED to receive or confirm from the Client the following information: new hire documentation, personnel change forms, and payroll time data for each respective pay period. The Client is responsible for submitting all payroll-related data by the deadlines established in the Client’s payroll schedule.
- 4) If the Client receives a payroll package and is closed for a school break and cannot receive the payroll package, the Client is responsible for coordinating with ExED to make special delivery arrangements prior to processing payroll.
- 5) Create or review employee earnings, deductions, and benefit codes.
- 6) Process supplemental payroll runs as needed, including supplemental checks for terminations, stipends, and bonuses. Additional fees may apply.
- 7) Process garnishments.
- 8) Set up the coding to track payroll expenses related to restricted grants, Local Control Accountability Plan (LCAP), school sites, etc.
- 9) Provide minimum wage guidance related to state labor laws.
- 10) Assist with general payroll-related questions.

B) Retirement Reporting

- 1) CalSTRS Retirement Reporting
 - (a) Submit the required information monthly to the local county office of education or the designated recipient and comply with all retirement program requirements. This shall also include coordinating the remittance of CalSTRS contributions with the accounting department at the county office of education or the designated recipient.
 - (b) Calculate and report all retirement benefits for CalSTRS in alignment with the information provided by the Client based on employee and payroll data supplied by the Client, unless the Client does not provide the required data. If the Client does not provide the necessary payroll and employee data, ExED will use its knowledge of the respective retirement program to report the necessary information, but cannot guarantee it will comply with all retirement program requirements.
 - (c) In partnership with the Client, assist in researching staff with CalSTRS to ensure proper

membership is established based on retirement regulations.

- 2) CalPERS Retirement Reporting
 - (a) Submit the required information monthly to the local county office of education or the designated recipient and comply with all retirement program requirements. This shall also include coordinating the remittance of CalPERS contributions with the accounting department at the county office of education or the designated recipient.
 - (b) Calculate and report all retirement benefits for CalPERS in alignment with the information provided by the Client based on employee and payroll data supplied by the Client, unless the Client does not provide the required data. If the Client does not provide the necessary payroll and employee data, ExED will use its knowledge of the respective retirement program to report the necessary information, but cannot guarantee it will comply with all retirement program requirements.
 - (c) In partnership with the Client, assist in researching staff with CalPERS to ensure proper membership is established based on retirement regulations.
 - 3) Other Retirement Reporting (e.g., 403B, 401K, 457)
 - (a) Process appropriate employee deductions upon receipt of the proper paperwork from the Client. ExED will submit payment and the contributions report to the applicable retirement company based on the Client's payroll schedule.
- 2) The Client's Obligations. In addition to the obligations of the Client set forth in the Agreement and the other Exhibits thereto, the Client shall have the following additional obligations relating to ExED's provision of the Payroll Processing and Retirement Reporting Services:
- A) The Client will provide all necessary and proper data to ExED for payroll processing and any applicable retirement reporting programs the Client participates in.
 - B) The Client will maintain all original documents related to personnel files or payroll data.
 - C) If necessary, the Client will use and purchase, if needed, commercially reasonable time clocks for timekeeping purposes.
 - D) The Client will sign or has signed a service agreement with the Payroll Provider for the necessary services so that ExED can process payroll using the Payroll Provider's service.
 - 1) The Payroll Provider will file the Client's annual forms W-2/W-3.
 - 2) The Payroll Provider will file the relevant federal and state tax returns. If necessary, the Payroll Provider may request that ExED file the tax returns if it cannot.
 - E) The Client is responsible for ensuring they comply with the Affordable Care Act (ACA) reporting requirements, if applicable.
 - F) The Client will be responsible for all fees the Payroll Provider assesses, whether those fees are paid for by the Client or by ExED. If ExED pays the Payroll Provider fees, ExED will invoice the Client for the fees it has incurred.
 - G) The Client will submit all necessary payroll and time and attendance data within the Payroll Provider's software, which includes ensuring the payroll hours submitted have the correct labor allocation.
 - H) The Client will maintain employee information unrelated to payroll processing within the Payroll Provider's software.
 - I) The Client will work with the Payroll Provider to set up and track any payroll accruals (e.g., vacation, sick, etc.). ExED should be informed of these requests and will assist with this setup where possible.

- J) The Client will approve all final check calculations. ExED will follow the California Labor Code when calculating an employee's final check unless directed by the Client to follow the calculation method commonly used by school districts.
- K) The Client is responsible for providing ExED with accurate health and welfare deductions for each Client employee.
- L) The Client is responsible for all communications with its employees regarding payroll and retirement reporting information. ExED should not be asked to communicate directly with the Client's employees regarding payroll and retirement reporting information.
- M) The Client is responsible for complying with the retirement enrollment and reporting rules for the retirement program(s) in which the Client participates (e.g., CalSTRS, CalPERS) and is responsible for communicating to ExED the following information (it is acknowledged and understood that the Client's failure to timely provide the following information completely and accurately to ExED may impact ExED's ability to timely and accurately perform retirement program reporting, classification and other retirement program-related Services hereunder):
 - 1) A determination of which retirement system a job should be reported to, based on job description and applicable education code(s).
 - 2) Staff job classification and applicable retirement system, per the rules of the respective retirement program(s) as applied to charter schools.
 - 3) Staff eligibility for enrollment into an applicable retirement system, according to the rules of the respective retirement program(s) as applied to charter schools.
 - 4) Details of time worked, pay rates, and wages earned, as necessary for retirement reporting per the rules of the respective retirement program(s).
- N) The Client is responsible for collecting and maintaining accurate retirement enrollment forms for the retirement program(s) in which the Client participates (e.g., CalSTRS, CalPERS).
- O) CalSTRS or CalPERS audits (if applicable).
 - 1) The Client is responsible for managing CalSTRS and/or CalPERS audits.
 - 2) The Client should keep ExED informed of any CalSTRS or CalPERS audit to which it is subject.
 - 3) The Client should share audit findings and documentation received from CalSTRS or CalPERS with ExED, and communicate whether adjustments need to be made.
 - 4) The Client is responsible for collecting the audit documentation/backup requested for any audit finding and sharing this documentation with ExED.
- 3) Additional Fees. The Payroll Processing and Retirement Reporting Services are available as part of the Services for the additional fees described below:
 - A) Payroll
 - 1) Late Payroll Submission: If the Client does not submit payroll information (e.g., timecards and new hire information) by the deadline or submits incomplete information, the Client will be charged a late payroll submission fee of \$145.00 per payroll period.
 - 2) Supplemental Payroll: If the Client provides late, inaccurate, or incomplete information and ExED has to process a supplemental payroll to ensure the Client's employees are paid correctly, the Client will be charged a supplemental payroll fee of \$145.00 per payroll period and a fee of \$57.00 per check if individual checks need to be issued.
 - 3) Prior Period Adjustment: The Client may request ExED to make a prior pay period adjustment to payroll and/or retirement reports for an employee. If ExED agrees to make the requested adjustment, it will charge a fee of \$340.00 per employee. The Client will be

responsible for any additional fees charged by the payroll provider, retirement program, or other 3rd party entities that result from the adjustment.

B) Retirement Reporting

- 1) ExED will charge \$150.00/hour for making prior period CalPERS or CalSTRS adjustments or corrections.

Exhibit C

Data Management Services

(attached if applicable)

Exhibit C – Data Management Services

- 1) List of Data Management Services. ExED will perform the services as outlined in the table and further described below (collectively, the “Data Management Services”):

Service	ExED will Perform Service
A. Attendance Reporting	Yes
B. Nutrition Claims Reporting	No
C. CALPADS Reporting	Yes

A) Attendance Reporting

- 1) Orientation. Provide an orientation to ExED’s Attendance Reporting services in a workshop format.
- 2) Resources. Provide resources to the Client-identified staff responsible for the Student Information System (“SIS”) used by the Client, attendance reporting, and data management.
 - (a) Review data elements specific to Attendance in a workshop format, including CDE updates.
- 3) Prepare PENSEC (if applicable), PENSEC Charter 20-Day (if applicable), P-1, P-2, and P-3/Annual attendance reports from the Client-provided records and submit them to the Chartering Authority as required. As used herein, PENSEC Charter 20-Day and P-1, P-2, and P-3/Annual are defined as follows:
 - (a) “PENSEC Charter 20-Day” means the Charter School 20 Day Attendance Report. This data collection gathers actual average daily attendance (ADA), enrollment, and unduplicated pupil counts from new or expanding charter schools for the first twenty (20) days of instruction.
 - (b) “P-1/P-2/P-3/Annual” means the attendance reports that must be submitted to the State of California for ADA apportionment purposes.
- 4) Prepare and submit monthly attendance reports, if required, to the Chartering Authority.
- 5) Submit monthly attendance revisions as needed and as allowed by the Chartering Authority.

B) Nutrition Claims Reporting

- 1) Orientation. Provide an orientation to ExED’s Nutrition Claims reporting services in a workshop format.
- 2) Resources. Provide resources to the Client-identified staff responsible for School Nutrition Programs.
 - (a) Review data elements specific to School Nutrition Program data relevant to monthly meal claim reporting in a workshop format, including CDE updates.
- 3) Prepare monthly claim information for federal and state meal programs, as appropriate, and transfer information into the Child Nutrition Information and Payment System (CNIPS) based on the Client-provided records.

C) CALPADS Reporting

- 1) Orientation. Provide an orientation to ExED’s CALPADS Reporting services in a workshop format.
 - (a) Discuss CALPADS reporting requirements related to School funding.
 - (b) Review the responsibilities of ExED and the Client.
- 2) Resources. Provide resources to the Client-identified staff responsible for the SIS used by the Client, CALPADS reporting, and data management.
 - (a) Review data elements specific to CALPADS in a workshop format, including Students, Staff, Courses, Discipline, and Attendance.
 - (b) Facilitate troubleshooting in SIS on issues specific to CALPADS.

- (c) Provide support via email, phone, remote assistance, and permitted in-person visits on issues specific to CALPADS.
 - (i) Phone support will be available during regular business hours.
 - (ii) Email requests can be directed to ExED at datamanagement@exed.org.
- 3) Data Integrity. Assess and support data integrity for CALPADS-related data elements.
 - (a) Identify areas for improvement throughout our working partnership and offer guidance or resources for collecting and populating data to meet requirements.
 - (b) Create and/or locate Statewide Student Identifiers (SSIDs) for new students enrolling at the Client. ExED will complete this process as part of monthly attendance reporting.
 - (c) Identify and communicate to the Client any missing required SIS data necessary to complete CALPADS reporting submission. ExED will provide timelines, guidance, and instructions to the Client to address missing and/or required SIS or SEDS data.
 - (i) As used herein, “SEDS” means Special Education Data System or Systems. Special education data is managed via special education information data systems identified by the Client’s SELPA (Special Education Local Plan Area). A SEDS allows centralized management of IEPs (Individualized Education Plans), special education data, CALPADS reporting, and service tracking. Examples of SEDS are Welligent, SEIS (Special Education Information System), and SIRAS (SELPA Information and Records Analysis Support).
- 2) Data Validation & Certification.
 - (a) Validate and extract data from SIS and upload to CALPADS, review and troubleshoot with Client CALPADS validation errors and anomalies, and certify the Client-approved data in CALPADS as required, including the following for each school year during which ExED is rendering Services:
 - (i) Prepare and facilitate the Client’s approval of Fall 1 data.
 - (ii) Prepare and facilitate certification of Fall 2 data.
 - (iii) Prepare and facilitate certification of End of Year 1 data (as applicable)
 - (iv) Prepare and facilitate certification of End of Year 2 data.
 - (v) Prepare and facilitate LEA approval of End of Year 3 data.
 - (vi) Prepare and facilitate certification of End of Year 4 data.
 - (vii) Summarize key data for certification in CALPADS and secure the Client Administrator’s sign-off and approval of CALPADS data reported prior to certification.
 - (viii) Manage CALPADS anomalies, including Multiple Identifiers (MID), Exit Reason Discrepancies (ERD), and Concurrent Enrollments (CCE) within the threshold given by CALPADS for successful certification.
 - (ix) Provide Certified Reports for the Client’s reference and archives.
 - (x) If the Client requests that the CALPADS amendment window be utilized, ExED has the right to charge an additional fee. ExED will notify the Client of any additional fees prior to beginning work.
 - (b) Data integrity and accuracy remain the responsibility of the Client and are acknowledged upon the signature of approval of CALPADS reports and summary data provided by ExED.
- 3) Additional Reporting Support.
 - (a) Provide support and guidance on reporting CBEDS data. As used herein, “CBEDS” means the California Basic Educational Data System, which aims to collect data about schools and districts and aggregate data on students and staff.
 - (i) Troubleshoot any issues with CBEDS extracts/data.

- (ii) Provide a review of any missing required CBEDS data in the SIS or by other means provided to ExED.
- (iii) Secure the Client sign-off and approval of CBEDS data prior to final submission.

2) The Client's Obligations. In addition to the obligations of the Client set forth in the Agreement and the other Exhibits thereto, the Client shall have the following additional obligations relating to ExED's provision of the Data Management Services:

A) General

- 1) Integrity. The Client will act in good faith and alert the management of ExED to any fraudulent activity reasonably related to the Data Management Services as soon as the Client becomes aware, to the extent permitted by law. The Client acknowledges that ExED's ability to provide the Data Management Services is conditioned upon the Client acting in good faith and acting in a commercially reasonable manner.
- 2) SIS Records. The Client will maintain all data records in SIS. The Client is responsible for maintaining the accuracy of the Client's data records, correcting data errors, and entering new or corrected data in the SIS. The Client is solely responsible for ensuring the accuracy of the data it provides to ExED or maintained in the Client's SIS database. ExED has no responsibility to independently confirm the accuracy of the data it receives from the Client or that is maintained in the Client's SIS database, and has the right to rely on the same. ExED will advise the Client of the data to be corrected to comply with various reporting requirements and may provide data entry templates or instructions. The Client is responsible for correcting the errors or completing the missing data.
- 3) The Client Policies and Procedures. The Client covenants to develop, apply, and follow no less than customary and reasonable policies and procedures for a charter school applicable to data management, including, but not limited to, enrollment, attendance, eligibility for student participation in free and reduced-price meal programs, and special education.
- 4) Provide ExED with two accounts with appropriate access to its SIS application.
- 5) The Client staff understands their responsibility to ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g).
- 6) ExED will utilize software systems such as Box, a third-party organization ExED has contracted with to provide cloud-based file-sharing services, to share confidential student and staff information via a secured system rather than individual emails.
- 7) ExED will not use any information in the pupil record for purposes other than those required or expressly permitted by the Data Management Services.

B) Attendance Records and Reports

- 1) The Client must take all necessary and proper steps to provide regular, accurate, and timely responses to monthly and period attendance requests.
- 2) The Client is responsible for taking daily attendance records compliant with the California Education Code. The client must maintain phone logs, tardy logs, Independent Study agreements and work products, and other pertinent information related to appropriate attendance tracking.

C) Nutrition Claims Reporting

- 1) The Client will provide ExED with appropriate access to CNIPS as requested.
- 2) The Client will provide ExED with the information needed to prepare a monthly meal claim by the 10th of each month.
- 3) The Client will review the monthly meal claim information ExED has prepared, notify ExED of any discrepancies, and submit the final monthly claim information in CNIPS by submission deadlines.

D) CALPADS Reporting Services.

- 1) Access to State Systems. The Client is responsible for maintaining master accounts with associated usernames and passwords for accessing the CALPADS state system, the CBEDS online reporting system, and any 3rd party systems.
- 2) Coordination and Cooperation. The Client will identify one principal contact who will work with ExED related to CALPADS Reporting Services. The principal contact will be responsible for facilitating requests for records verification and data collection to troubleshoot errors in CALPADS data or other systems for which CALPADS certification is dependent (e.g., SEDS).
- 3) Deadlines. If the Client does not meet the ExED timelines for making data corrections required for CALPADS certification, ExED will not be responsible if the Client is unable to certify on time or if the Client certifies with inaccurate data.
- 4) Provide the ExED Data Management Team Lead with a CALPADS account with LEA Admin-level access. LEA Admin account is the master account and allows for creating users and resetting passwords.
- 5) The Client staff will not directly change CALPADS data without first communicating with and coordinating with ExED, with the exception of updates to special education eligibility and program data (i.e., IEP, services, degree of support, meetings, amendments, etc.).
- 6) The Client will provide CBEDS-ORA login information and return CBEDS School Information Form (SIF) to ExED as requested and within the timeframe established in the request.
- 7) The Client is responsible for the accuracy of their data and acknowledges this responsibility when they review and sign off on the summary data provided by ExED.
- 8) The Client is responsible for uploading all required special education data files from their SEDS to CALPADS in accordance with ExED, CDE, and SELPA deadlines.

E) Data Integrity

- 1) The Client is responsible for the integrity of their data.
- 2) Pupil records remain the property of and under the Client's control unless otherwise required by law.
- 3) Provide an overview to ExED of the Client's data management structure and current processes for collecting, validating, and reporting data.
- 4) Provide time for the appropriate staff to meet to review processes with ExED.
- 5) For all students who enroll and exit the Client, the Client is responsible for ensuring enrollment is entered in the SIS in the correct grade level within the first attendance reporting cycle of the student's enrollment.
- 6) The Client is responsible for notifying ExED if enrolled students have a mid-year grade-level change once enrolled.
- 7) The Client is responsible for notifying the District of Residence of the exited student pursuant to California Education Code §47605(d)(3).
- 8) The Client is responsible for completing any missing data and/or required data and entering the relevant data into the Client's SIS or data entry templates as requested and within the timeframe established in the request to set up the Client's SIS system.
- 9) The Client is responsible for following up with any data discrepancies and notifying ExED once resolved.
- 10) The Client will provide ExED with any requested dates and instructional calendar for school years covered by this Agreement and notify ExED of any changes when they occur.
- 11) The Client will provide ExED with next year's school and grade information for returning students, including any retained students, as required in their SIS, no later than August 15 of each year.

- (a) The Client will identify and properly transfer out non-returning students in the SIS and SEDS.
- 3) Confidentiality and Security. ExED will directly access the Client's SIS and extract data related to the Data Management Services (e.g., student information and staff employment data). Such information shall be considered Confidential Information to the extent it contains any personally identifiable information under FERPA.
- 4) Additional Fees. The Data Management Services are available as part of the Services for the additional fees described below:
 - A) ExED will provide orientation workshops (e.g., CALPADS reporting, attendance reporting, etc.) for the Client staff who are hired mid-year and require additional support. ExED will charge the Client \$220 per workshop.
 - B) The Client transitions to a new SIS – 1 School
 - 1) Transition to Aeries or PowerSchool \$3,450
 - 2) Transition to Another SIS \$5,750
 - C) The Client transitions to a new SIS – 2+ Schools
 - 1) Transition to Aeries or PowerSchool \$6,900
 - 2) Transition to Another SIS \$11,550

Exhibit D

Invoice Upload Services

(attached if applicable)



CUSTOMIZED COMMERCIAL CLEANING QUOTE



Prepared By: Rick Canales



Prepared for: Angela / April W.



Top 50 Franchise
2018 Franchisee Satisfaction Awards
FranchiseBusinessREVIEW™

OUR PROPOSAL FOR ELEVATING YOUR COMMERCIAL CLEANING

August 1, 2024

Dear Angela:

Thank you for your interest in partnering with JAN-PRO Commercial Cleaning and the opportunity to provide you with a customized plan and proposal tailored to your specific location's needs. The plan and proposal have been meticulously prepared based on our in-depth discussion and thorough facility walkthrough.

At JAN-PRO Commercial Cleaning we understand the positive impact a clean and safe environment can have on your team, clients, and your overall business, including benefits such as minimizing the transmission of germs and helping to maintain allergen control. These benefits contribute to enhancing productivity, fostering wellness, and optimizing resource efficiency.

We've been providing industry-leading commercial cleaning services since 1991 and our heritage and strength lies in three core principles:

- **Committed People:**

Dedicated locally owned businesses ensures personalized service and support.

- **Operational Excellence:**

High quality solutions efficiently delivered.

- **Service Guarantee:**

Your satisfaction is backed by the JAN-PRO Commercial Cleaning Guarantee.

We genuinely believe that our values align with your organization's goals. We look forward to partnering so that JAN-PRO Commercial Cleaning can provide the commercial cleaning services you need to help achieve your desired cleaning results. Whether it's regular cleaning services, one-time special cleans, or special services, dedicated JAN-PRO Commercial Cleaning franchisees look forward to becoming your trusted cleaning partner.

Should you have any questions, please do not hesitate to call our office at 858-232-8707.

Best Regards,

WHY PARTNER WITH JAN-PRO COMMERCIAL CLEANING



Committed People:

Dedicated locally owned businesses ensures personalized service and support. What sets us apart is our unique model:

- *Locally Owned JAN-PRO Commercial Cleaning team: deeply committed to excellence with a personal stake in your satisfaction.*
- *Local. Franchisees supported by a dedicated regional team: Receives certification, business coaching and support.*
- *JAN-PRO Commercial Cleaning commitment to the community: Certified business owners live and work locally, ensuring their success benefits the community directly.*



Operational Excellence:

High-quality solutions efficiently delivered are the cornerstone of our approach.

- JAN-PRO Commercial Cleaning certified franchisees use advance products and equipment, including Enviroshield® and JAN-PRO Signature Clean®, for clean and healthy environments.
- Our Certified businesses use state of the art processes and systems developed as part of one of the leading nationwide brands.
- Our impressive 98.7% customer retention rate speaks to our commitment to delivering high-quality solutions efficiently and effectively.

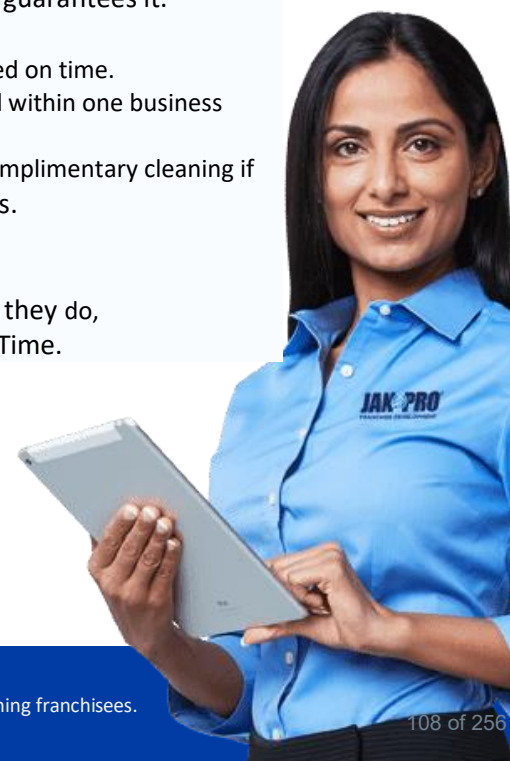


Service Guarantee:

Your satisfaction is backed by the JAN-PRO Commercial Cleaning Guarantee. Every cleaning company promises a great service – but only JAN-PRO Commercial Cleaning guarantees it.

- All routine cleans are completed on time.
- Any service issues are resolved within one business day.
- Cleaning franchisees offer a complimentary cleaning if it falls short on these promises.

When it's all said and done, JAN-PRO Commercial Cleaning tells you what they do, do what they say, and mean it – Every Time.



EXPERIENCE THE JAN-PRO DIFFERENCE

Since our inception in 1991, we've been on an extraordinary journey, and we couldn't have done it without clients like you. Trust and support have helped us achieve the incredible feat of being named the #1 Commercial Cleaning Franchise for an unprecedented 15 years by Entrepreneur magazine. With 114 regional offices offering unwavering business support to over 10,000 independent certified business owners, we're not just a company; we're a thriving community. And as part of a global franchise system, we're more connected than ever before. Together, we are at the forefront of delivering exceptional commercial cleaning services.



JAN-PRO Commercial Cleaning Certified Business Owners:

The JAN-PRO Commercial Cleaning brand culture is built on trust, reliability, and excellence in cleaning. JAN-PRO Commercial Cleaning certified franchisees offer customized commercial cleaning plans and dedicated support from independent franchise owners. JAN-PRO Commercial Cleaning standards require franchise owners to complete extensive certification on brand standards, the latest technologies, branded programs, and the latest cleaning techniques.



JAN-PRO Franchise Development:

Provides coaching, certification, and business support services to independently owned JAN-PRO Commercial Cleaning business owners ensuring they are set up for success.



JAN-PRO Systems International:

From franchisees to customers, JAN-PRO Systems International is committed to providing the systems and training required to not only ensure our locally owned franchisees deliver the quality of service their clients expect, but that we support their success as they build their local business.

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San Diego's Office

ESTABLISHED IN 2002
OVER 140 INDEPENDENTLY OWNED AND
OPERATED FRANCHISEES

OVER 1200 CLIENTS
ONE OF THE HIGHEST RETENTION
RATES IN THE COUNTRY



4125 Sorrento Valley Blvd., Suite E | 858.210.6413

teamsd@jan-pro.com | www.jan-pro.com/sandiego



MEET YOUR JAN-PRO SERVICE COORDINATOR TEAM

Ph: 858-210-6413 email: teamsd@jan-pro.com



Keith Olmo
CEO
Celebrating 6 years



Paul Mascarenas
General Manager
Celebrating 20 years



RC Madison
Controller
Celebrating 16 years



Daniel Figueroa
Accounting Associate
Celebrating 9 years



Rick Canales
Sales Manager
Celebrating 12 years



Deborah Muncie
Inside Sales Representative
Celebrating 6 years



Sylvia Riley
Field Services Manager
Celebrating 4 years



Maria Zeller
Field Services Associate
Celebrating 7 years



Lucy Cisneros
Field Services Consultant
Celebrating 5 years



Beatriz Gomez
Field Services Consultant
Celebrating 9 years



Marybel Perez
Field Services Consultant
Celebrating 7 years



Zulema Mendoza
Field Services Consultant
Celebrating 2 years

MEET YOUR JAN-PRO COMMERCIAL CLEANING TEAM



To be announced prior to starting service

BUILDING MOMENTUM TOGETHER

WHAT'S NEXT?

1. Please review this proposal in detail prior to signing. We want to ensure you are 100% comfortable with everything presented.
2. This proposal expires 120 days from the date of this proposal.
3. To best serve your facility needs, this proposal is a starting point. The scope of work and frequencies can be adjusted to better service your facility needs.
4. Should you have any questions, please contact me to clarify or further discuss our proposal.
5. Once you are ready to proceed, please sign the Janitorial Cleaning & Service Agreement.
6. We look forward to your partnership and will be in touch shortly with details of moving forward and a proposed start date.



Scope of Work

EACH SERVICE	
Ramps/Entrances Office/Workstations Classrooms Exterior Common Areas	<ul style="list-style-type: none"> • Clean and disinfect entrance doors for spots and stains. Sweeping immediate entrance/ramps clear of debris. • Thoroughly sweep/vacuum all exposed flooring, getting under table and chairs. • Thoroughly Damp mop flooring wall to wall with neutral hospital disinfectant. • Clean and disinfect all metal surfaces within hand reach. • Empty and clean all waste receptacles and replace liners. Remove waste material to building trash bin. • Dust all desks, if cleared. Disinfect and thoroughly clean all telephones and dust computers. • Clean and disinfect classroom tables and chairs if not occupied. • Dust picture frames and spot clean interior glass, windowsills, and furniture. • Clean and disinfect all high touch surfaces-door handles, light switches, spot clean doors. • Police exterior common areas: Lunch Area/Garden Area for trash and debris, spot cleaning spills.
Staff Break Room	<ul style="list-style-type: none"> • Sweep/vacuum all exposed flooring. • Damp mop flooring using neutral cleaner only. • Empty and clean all waste receptacles and replace liners. Remove waste material to building trash bin. • Clean and disinfect all painted surfaces near light switches, entrance doors, walls etc. • Dust all high and low ledges, shelves, cabinets, tables, pictures frames, etc. • Clean & disinfect interior/exterior of microwave and toaster oven. • Clean and disinfect exterior of all other appliances and cabinets. • Disinfect and wash clean all water fountains and water coolers.

WEEKLY	
All Areas	<ul style="list-style-type: none"> • Dust all accessible high and low surfaces not reached in previous schedule, including any overhead equipment. • Dust baseboards and spot clean if needed. • Dust all windowsills, ceiling edges and corners. • Disinfect handrails and spots on walls.

NOTE: Restrooms will be service by Vista Grande Elementary School staff.

Scope of Work [Cont.]

MONTHLY	
All Areas	<ul style="list-style-type: none"> • Thoroughly hand dust and wipe clean all furniture, file cabinets, shelving fixtures, picture frames, and all other high or low dusting areas with a chemically treated cloth. • Dust all baseboards. • Vacuum or brush all upholstered furniture. • High dust lighting and ventilating ducts. • Lunch Area to be clean with water hose 1x Monthly.

ADDITIONAL SERVICES UPON REQUEST

CARPET	<ul style="list-style-type: none">• Spot removal• Carpet cleaning
HARD SURFACE FLOORS	<ul style="list-style-type: none">• Burnishing• Top scrub and refinish (wax)• Strip and wax• Ceramic Tile Scrub
UPHOLSTERY AND WORKSTATIONS	<ul style="list-style-type: none">• Vacuum partitions• Spot removal• Extraction cleaning
WINDOWS	<ul style="list-style-type: none">• Inside and outside (ground floor only)
LIGHTING	<ul style="list-style-type: none">• Cleaning lights and light fixtures• Replacing bulbs
PROCUREMENT OF SUPPLIES	<ul style="list-style-type: none">• Paper products• Hand soap• Trashcan liners• Dispensers and containers• Other consumable supplies
ENVIROSHIELD	<ul style="list-style-type: none">• Priced per occurrence.

PRICING AGREEMENT (EXHIBIT A)

DATE OF FIRST SERVICE	TBD
SERVICE LOCATION	5606 Antigua Boulevard, San Diego, CA 92124
SCOPE OF WORK	Included in this proposal.
FREQUENCY	5x per Week-Monday thru Friday.
MONTHLY PRICE OF SERVICES*	\$1,820.00
CAPSWPA	\$7.00
TOTAL MONTHLY BILLING	\$1,827.00

☐ **CLIENT** requests that JAN-PRO® Commercial Cleaning and its employees wear Jan-Pro branded uniforms while on **CLIENT** premises.

* Note that if the information provided by Client on square footage, scope or frequency of service differs from Jan-Pro Commercial Cleaning's expectations or is inaccurate in any way, Jan-Pro Commercial Cleaning, either itself or by and through the Service Administrator shall have the sole and exclusive right to align expectations and correct any such inaccuracies, even after this Agreement is signed, and without claim of breach by Client.

* If at any time there are: 1) changes mandated by law in required wages or other welfare and benefits for Jan-Pro Commercial Cleaning employees; 2) changes in other regulatory requirements; 3) cost of goods increases; and/or 4) other cost increases outside the control of Jan-Pro Commercial Cleaning (individually and collectively, a "Cost Escalation Event") that collectively increase the cost for Jan-Pro Commercial Cleaning to provide services in excess of 3% when annualized then Jan-Pro Commercial Cleaning may increase invoiced rates/prices by the amount necessary to cover the Cost Escalation

Janitorial Cleaning Agreement & Service Agreement

This Agreement is made with Elevate School ("Client"), by and among a Jan-Pro Commercial Cleaning Franchisee ("Jan-Pro"), for the purposes of outlining the general terms and conditions will provide services to Client at the location(s) identified in the attached Exhibit A and with KDO Capital Inc dba Jan-Pro of San Diego a CA LLC ("Service Administrator"), for purposes of administering and coordinating services between Jan-Pro and Client. In this Agreement, Client, Jan-Pro, and Service Administrator are sometimes called singularly a "Party" and collectively the "Parties."

A. **CLEANING SERVICES**

1. **Services.** Jan-Pro will provide to Client the recurring janitorial services ("Recurring Services") in accordance with the Scope of Work, and at the Frequency and Cost of Services set forth in Exhibit A. Jan-Pro may provide additional services on a per occurrence basis ("Additional Services," together with Recurring Services, the "Services") upon Client request at rates and/or for charges otherwise agreed to between Jan-Pro and Client.
2. **Supplies.** Jan-Pro will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor needed to perform the Services. Jan-Pro will supervise its own personnel and follow the reasonable and lawful cleaning requirements of Client for any specific matters that need to be addressed at the Cleaning Location(s) defined in Exhibit A. Client will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
3. **Term.** This Agreement begins on the date of first service specified on Exhibit A and continues from that date for a period of one year. Each year thereafter, this Agreement will automatically renew for a period of one year, unless a party gives written notice of non-renewal to the other two parties at least 30 days before the expiration date. Rates for Recurring Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each anniversary date, rates for the Recurring Services will increase by 3%. All other terms and conditions will remain the same, unless otherwise agreed by the Parties in writing.
4. **Cost of Services and Payment Terms.** Client shall pay the fees set forth below and in Exhibit A in accordance with payment terms and method stated in Exhibit B.
5. **Non-Solicitation.** Client agrees that during the term of this Agreement and for 90 days after the termination or expiration of this Agreement, Client will not solicit for the provision of Services or employment (whether directly or indirectly) any owner or employee of Jan-Pro who provided Services to Client

hereunder or any employee of Service Administrator, other than for Services to be provided under the Jan-Pro Commercial Cleaning brand.

6. **Holidays.** Client agrees that it will not require services of Jan-Pro on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; provided however, that if Client requests Jan-Pro to provide services on such holidays, Jan-Pro has the sole discretion as to whether Jan-Pro and/or its employees will provide services on such holidays or an alternate day, without any claim of breach hereunder if Jan-Pro declines. Jan-Pro may require an additional fee to provide services on such holidays.
7. **Insurance.** Client insurance requirements shall be satisfied by way of Jan-Pro Cleaning maintaining commercial general liability insurance of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, workers' compensation insurance of \$1,000,000, and janitorial bonding of \$50,000.

B. **SERVICE ADMINISTRATION**

1. **Service Administrator.** Service Administrator is a regional sub-franchisor under the JAN-PRO® Franchise Development brand, that provides business development services and sells cleaning franchises under the "JAN-PRO® Commercial Cleaning" brand, to independently owned and operated sub-franchisees for the operation of franchises that provide commercial cleaning services nationwide (the Certified Jan-Pro Commercial Cleaning Franchise). Service Administrator does not perform any cleaning services. Services to be provided by Service Administrator include but are not limited to the following:
 - a. As directed by Jan-Pro, Service Administrator may provide billing and collection functions, including issuance of invoices, receipt of monies due, and transmittal of notices of delinquency,
 - b. Ensure protection and adherence to the brand standards that may be established from time-to-time by Jan-Pro Franchising International, Inc. ("JPI"), the owner of the JAN-PRO brand, and
 - c. Assistance in finding a replacement Jan-Pro Commercial Cleaning Certified Franchise in the event of a termination or transfer under the terms of this Agreement.
2. **Invoicing.** Service Administrator on Jan-Pro's behalf or Jan-Pro will invoice Client at the beginning of each month for the Recurring Services, with payment due net 10 days from the date of such invoice. All Additional Services are invoiced as incurred, with payment due net 15 days from the date of such invoice. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days, calculated daily and

compounded monthly. Jan-Pro expressly authorizes Client to pay invoices issued by Service Administrator directly to Service Administrator.

Notice of Compliance Fee: In addition to the invoiced amounts for services, Client will be assessed an additional charge of \$7.00 on its monthly invoice to cover the administrative costs and expenses of complying with the California Property Service Workers' Protection Act (CPSWPA). The Fee is used to offset annual registration fees, sexual harassment training, and compliance administration costs. This is not a government mandated fee.

3. **Termination and Transfer of Service.** Before the expiration of the then current term, this Agreement may be terminated by Client only: (a) within 30 days of any Notice of a cost increase, which may occur as a result of circumstances described in Exhibit A; or (b) for non-performance of Services. Client must provide written Notice specifying in detail the nature of any non-performance. Jan-Pro will have 5 working days to cure a claim of non-performance. If Jan-Pro is unable to cure, Client may; (a) request in writing to Service Administrator (with a copy to Jan-Pro) that the Service Administrator find a replacement Jan-Pro Commercial Cleaning Franchise, or (b) may elect to terminate this Agreement thirty (30) days from when Client issued its Notice of non-performance. Service Administrator will work with Jan-Pro and Client to transfer the account to a new Jan-Pro Commercial Cleaning Franchise.

This Agreement may also be transferred and/or assigned to a new Certified Jan-Pro Commercial Cleaning Franchise upon; (a) request of Jan-Pro, or (b) by Service Administrator for a failure by Jan-Pro to adhere to Customer Service Standards pursuant to terms of its franchise agreement with Jan-Pro. Service Administrator will provide notice to the Client and facilitate any assignment of the Agreement.

C. **MISCELLANEOUS**

1. **Confidentiality.** All non-public, confidential or proprietary information of any Party, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by any Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by a Party in writing. Upon a Party's request, each Party shall promptly return all documents and other materials received from a Party. Each Party shall be entitled to injunctive relief for any violation of this Section.

2. **Limitation of Damages.** In no event shall any Party, or its directors, employees, partners, agents, suppliers, or affiliates, or JPI be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the Services provided by Jan-Pro or the conduct of Jan-Pro. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Jan-Pro, Service Administrator, and JPI ARISING OUT OF OR RELATING TO CLIENT RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO JAN-PRO FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
3. **Choice of Law.** The Parties agree that this Agreement shall be interpreted under the laws of the State/Commonwealth of California, and that any civil action regarding this Agreement (be it filed by Client or Jan-Pro Cleaning) shall only be filed in the Courts located in California.
4. **Entire Agreement.** The Parties agree that this Agreement, including and together with any related Statements of Work, exhibits, and attachments, constitutes the full, complete, and entire understanding and agreement among all three parties concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.
5. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the Parties at their address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties agree to the terms of this Janitorial Cleaning and Service Agreement.

SIGNED AND AGREED TO BY:

<p>Client: Elevate School</p> <p>_____</p> <p>Sig: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>JAN-PRO Commercial Cleaning:</p> <p>_____</p> <p>Sig: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Address for Notices:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Address for Notices:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Service Administrator:</p> <p>_____ JANPRO _____</p> <p>Sig: <u><i>Rick Canales</i></u> _____</p> <p>Name: <u>Rick Canales</u> _____</p> <p>Title: <u>Sales Manager</u> _____</p> <p>Date: <u>8/1/24</u> _____</p>	
<p>Address for Notices:</p> <p><u>4125 Sorrento Valley Blvd Ste E</u> _____</p> <p><u>San Diego, CA 92121</u> _____</p>	

INVOICE & PAYMENT PREFERENCES (EXHIBIT B)

Invoices should be made to (company name): _____

Forwarded invoices by **(select email or hard copy):**

<input type="checkbox"/> Via e-mail. List address(s) below: 	<input type="checkbox"/> Via hard copy to: Address: _____ City State Zip _____
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ACCOUNTS PAYABLES CONTACT

Name(s): _____

Phone #: _____

email: _____

email: _____

If Purchase Order is required on invoices, enter PO# here: _____

PAYMENT METHOD (select only one option below):

<input type="checkbox"/> ACH Transfer If you choose this method our accounting department will forward our bank account information and the email address for the remittance advice to the payables contact listed above.	<input type="checkbox"/> Check Make checks payable to: Jan-Pro of San Diego 4125 Sorrento Valley Blvd. Ste E San Diego, CA 92121-1423
<input type="checkbox"/> Debit Card (No bank charge) Card # _____ Exp Date _____ Security Code _____ Card Holder _____ Address _____ City ST Zip _____	<input type="checkbox"/> Credit Card (3.5% bank charge) Card # _____ Exp Date _____ Security Code _____ Card Holder _____ Address _____ City ST Zip _____

CONTACT INFO FOR JAN-PRO ACCOUNTING DEPARTMENT

Phone # 858-210-6413

RC Madison: jpaccounting@jan-pro.com

Daniel Figueroa: sdsupport@jan-pro.com

California Property Service Workers Protection Act

What is it?

The Property Service Workers Protection Act is a CA law that requires all persons or entities performing janitorial services or those who merely enter into contract for janitorial services to Register and pay a fee with the Labor Commissioner's Office and provide sexual harassment prevention training.

Who Enforces it?

The State of California Department of Industrial Relations.

When did it take effect?

New registration requirements of the Property Service Workers Protection Act went into effect beginning July 1, 2018.

How does it affect me as a buyer of janitorial service?

The state of California has created consequences for people or businesses that utilize unregistered persons or entities to obtain janitorial services. Such persons or customers are subject to a civil fine of \$2,000 to \$10,000 in the case of a first violation, and a civil fine of \$10,000 to \$25,000 for a subsequent violation.

To check to see if your service provider is registered visit this URL:

<https://cadir.secure.force.com/RegistrationSearch/>

JAN-PRO of San Diego can be found with the following registration number: JS-LR-1000528230.

Coversheet

Approve Multitudes as Dyslexia Screener

Section:	V. Agenda Items
Item:	B. Approve Multitudes as Dyslexia Screener
Purpose:	Vote
Submitted by:	
Related Material:	Contract_Multitutes_Elevate_UCSF.pdf Bridging Science and Education _ multitudesinfo.pdf

Multitudes Terms and Conditions for California Public Schools

Effective Date: June 30, 2025

CA Public LEA (e.g. School, District): Elevate School

Contact person first and last name: Desiree Wooden

Contact person email: dwooden@elevateschool.com

These Terms and Conditions (the "Agreement") constitute a legal agreement between the Regents of the University of California, on behalf of *The Regents of the University of California, solely on behalf of and limited to the San Francisco Campus, acting on behalf of its employees who are leading the UCSF Multitudes program ("Multitudes")* and your California public local education agency (eg. school, school district, etc.), state agency, or other California public educational organization ("you" or "your organization") regarding the use of Multitudes' resources and services (the "Services"). By accessing or using the Services, you agree to comply with these Terms and Conditions and acknowledge that you are authorized to accept this Agreement on behalf of your organization.

1. Scope of Agreement

This Agreement governs your use of the Services provided by Multitudes which are available at no cost to California public schools. By accessing or using the Services, you confirm that:

- You are of legal age to accept this Agreement.
- You are authorized to accept this Agreement on behalf of your organization.
- Your use of the Services will comply with Multitudes' **Acceptable Use Policy** ("AUP").

If you do not agree to these terms, do not access or use the Services.

2. License to Use Services

Multitudes grants you a non-exclusive, non-transferable, non-sublicensable license to access and use the Services for educational purposes, in accordance with the AUP. Authorized users within your organization (including educators, administrators, and students) may access the Services. Use of the Services is limited to non-commercial, educational purposes. Violation of these terms or the AUP may result in suspension or termination of access.

3. Restrictions

You and your Authorized Users agree not to:

- Copy, modify, distribute, or create derivative works of the Services.

- Decompile, reverse engineer, or attempt to derive the source code of any software related to the Services.
- Remove or alter any copyright, trademark, or proprietary notices.
- Share access credentials or allow unauthorized users to access the Services.
- Use the Services in any manner that violates applicable laws.

Unauthorized works created using the Services are considered derivative works, and all rights, title, and interest in such works are assigned to Multitudes.

4. Confidentiality

Your organization may receive sensitive or proprietary information from Multitudes, such as assessment instruments or training materials (collectively, "Confidential Information"). You agree to:

- Use Confidential Information solely for the purposes of accessing and utilizing the Services.
- Protect Confidential Information from unauthorized disclosure.

Confidential Information does not include information that becomes publicly available without breach of this Agreement.

5. Student Data

Multitudes may collect or generate information related to students ("Student Data") as part of providing the Services. Student Data is controlled by your organization and used in accordance with applicable laws, including the **Family Educational Rights and Privacy Act (FERPA)** and the **Children's Online Privacy Protection Act (COPPA)**.

Multitudes serves as a "school official" under FERPA and will handle Student Data in accordance with its **Privacy Policy**. Your organization is responsible for ensuring necessary notices and consents are obtained for students' use of the Services.

Use of De-Identified Data for Research: Multitudes may also use de-identified Student Data for research purposes only. The data will be anonymized and will not contain any personally identifiable information. The research will be used to improve the Services and advance educational outcomes. By using the Services, your organization consents to the use of de-identified data for such research purposes, in accordance with applicable privacy laws and the Multitudes Privacy Policy.

6. Account Management

Your organization is responsible for managing user accounts, ensuring compliance with this Agreement, and securing login credentials. Multitudes is not liable for any unauthorized access resulting from your failure to secure accounts. You must notify Multitudes immediately of any suspected security breaches.

7. No Fees or Payments

The Services are provided at no cost to California public schools. As a publicly funded initiative, no fees or financial transactions are required for your organization's participation.

8. Warranty Disclaimer

The Services are provided "AS IS" without warranty of any kind, either express or implied. Multitudes disclaims all warranties, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Your organization assumes responsibility for evaluating the suitability of the Services for its needs.

9. Limitation of Liability

To the fullest extent permitted by law, Multitudes shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Services. The total liability of Multitudes under this Agreement is limited to efforts to correct or address issues with the Services.

10. Termination

This Agreement will remain in effect until terminated by either party. Confirmation of usage will be requested every school year. Multitudes may terminate access to the Services if your organization breaches any material term and fails to remedy the breach within 30 days after receiving written notice. Upon termination, all access to the Services will cease. Multitudes will retain or securely destroy Student Data as required by law.

11. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire understanding between Multitudes and your organization regarding the Services and supersedes all prior agreements.
- **Governing Law:** This Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles.
- **Severability:** If any provision of this Agreement is found to be unenforceable, the remainder will remain in effect.
- **Force Majeure:** Multitudes is not responsible for delays or failures due to circumstances beyond its control, such as natural disasters or technical failures.

12. Privacy Policy

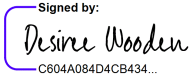
Your use of the Services is also governed by the Multitudes **Privacy Policy**. This policy outlines how your organization’s data, including Student Data, is collected, used, and protected. Additionally, the Privacy Policy provides further details on how de-identified data may be used for research purposes.

<div>Signed by:</div> <div></div> <div>C604A084D4CB434...</div>	5/23/2025
CA Public LEA Representative	Date

<div>Regents of the University of California</div> <div>solely on behalf of and limited to the San Francisco Campus</div> <div>on behalf of UCSF Multitudes</div>	Date
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In Process



Certificate Of Completion		
Envelope Id: 7A8D72AD-A1F9-4A53-91E9-EA8F0B67BE7C		Status: Sent
Subject: Complete with Docusign: CA Public School UCSF Multitudes Terms and Conditions		
Source Envelope:		
Document Pages: 4	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Eli Phipps
AutoNav: Enabled		1855 Folsom St
Envelopeld Stamping: Disabled		Suite 601
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		San Francisco, CA 94103
		eli.phipps@ucsf.edu
		IP Address: 169.230.248.40
Record Tracking		
Status: Original	Holder: Eli Phipps	Location: DocuSign
5/8/2025 12:15:00 PM	eli.phipps@ucsf.edu	
Signer Events	Signature	Timestamp
Desiree Wooden	<div>Signed by:</div> <div></div> <div>C804A084D4CB434...</div>	Sent: 5/8/2025 12:15:50 PM
dwooden@elevateschool.com		Viewed: 5/12/2025 7:35:38 AM
Security Level: Email, Account Authentication (Optional)		Signed: 5/23/2025 2:44:21 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 12.184.214.99	
<div>Electronic Record and Signature Disclosure:</div> <div>Accepted: 5/12/2025 7:35:38 AM</div> <div>ID: 03c96ec2-a338-4760-970b-cbc4e8a40a40</div>		
Eva Yiyun Xu		Sent: 5/23/2025 2:44:22 PM
yiyun.xu@ucsf.edu		
Industry Contracts Officer		
University of California, San Francisco		
Security Level: Email, Account Authentication (Optional)		
<div>Electronic Record and Signature Disclosure:</div> <div>Not Offered via Docusign</div>		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Eli Phipps		
eli.phipps@ucsf.edu		
Security Level: Email, Account Authentication (Optional)		
<div>Electronic Record and Signature Disclosure:</div> <div>Not Offered via Docusign</div>		
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/8/2025 12:15:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

CONSUMER DISCLOSURE

From time to time, University of California, San Francisco (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact University of California, San Francisco:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: it-cloudapps@ucsf.edu

To advise University of California, San Francisco of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at it-cloudapps@ucsf.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from University of California, San Francisco

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to it-cloudapps@ucsf.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of California, San Francisco

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to it-cloudapps@ucsf.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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In Process

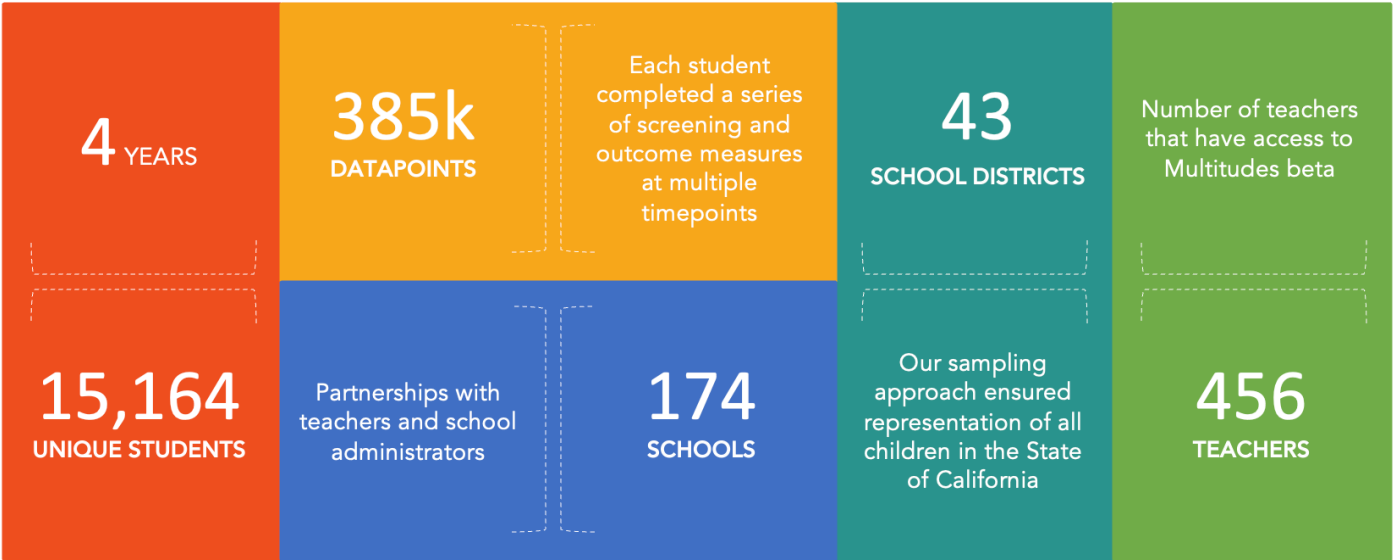
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Bridging Science and Education

Multitudes is translating the latest neuroscience research into practice, to build a multifunctional tool for the classroom and beyond.



Our Story

In 2019, the State of California asked the [UCSF Dyslexia Center](#) to begin research and development of a universal screener to identify the risk of learning challenges, including dyslexia, in young readers.

In collaboration with a multidisciplinary team of scientists, educators, and experts in educational assessment from around the country, we launched a pilot study in California's Central Coast, to test an innovative digital tool in our unique, dynamic, and increasingly multilingual communities.

With insights from field research, Multitudes began developing parallel English and Spanish assessments, to lay the groundwork for a fully bilingual early literacy screener.

Today, over seventy five schools from Crescent City to Compton have taken part in a large-scale longitudinal validation study with over 15,000 students representing the rich cultural and linguistic diversity of our state.

Thanks to our generous school partners, Multitudes is on track to launch statewide in fall 2025.

Representing California

Multitudes is built with and for California students. Our carefully selected sample allows us to refine the sensitivity and specificity of our tools and to conduct bias analyses to ensure fairness and equity.

<https://www.cde.ca.gov/ds/ad/ceffingertipfacts.asp>

CA Public school



Multitudes



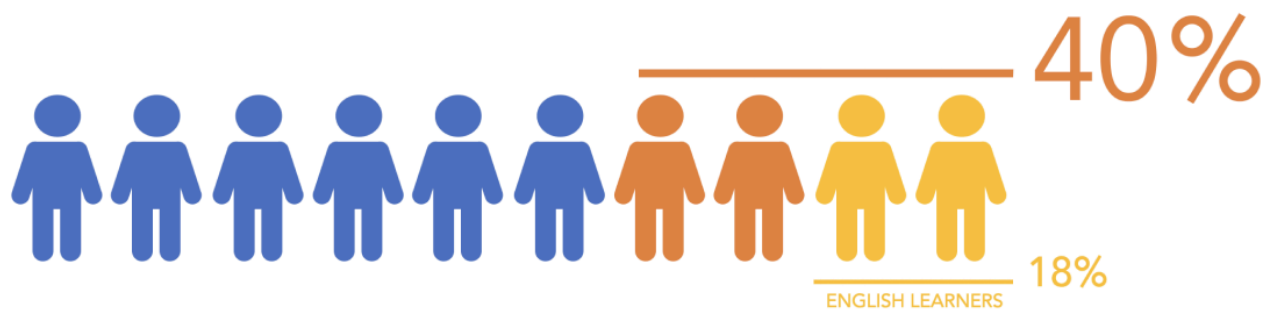
Data from school year 2023-2024

- African American not Hispanic
- Asian
- Hispanic or Latino
- White not Hispanic
- None reported
- American Indian or Alaska Native
- Filipino
- Pacific Islander
- Two or more Races not hispanic

Centering Multilingual Learners

Every child deserves fair and unbiased instruction and assessment. In California, about 18% of elementary public-school students, are identified as English Learners, and of these more than 80% speak Spanish as their primary language.

Multitudes is dedicated to a culturally responsive approach that considers language proficiency and language variation during measure development, validation, and analysis. We aim to recognize children who may be at risk of learning difficulties, without overidentifying those who are still developing language proficiency.

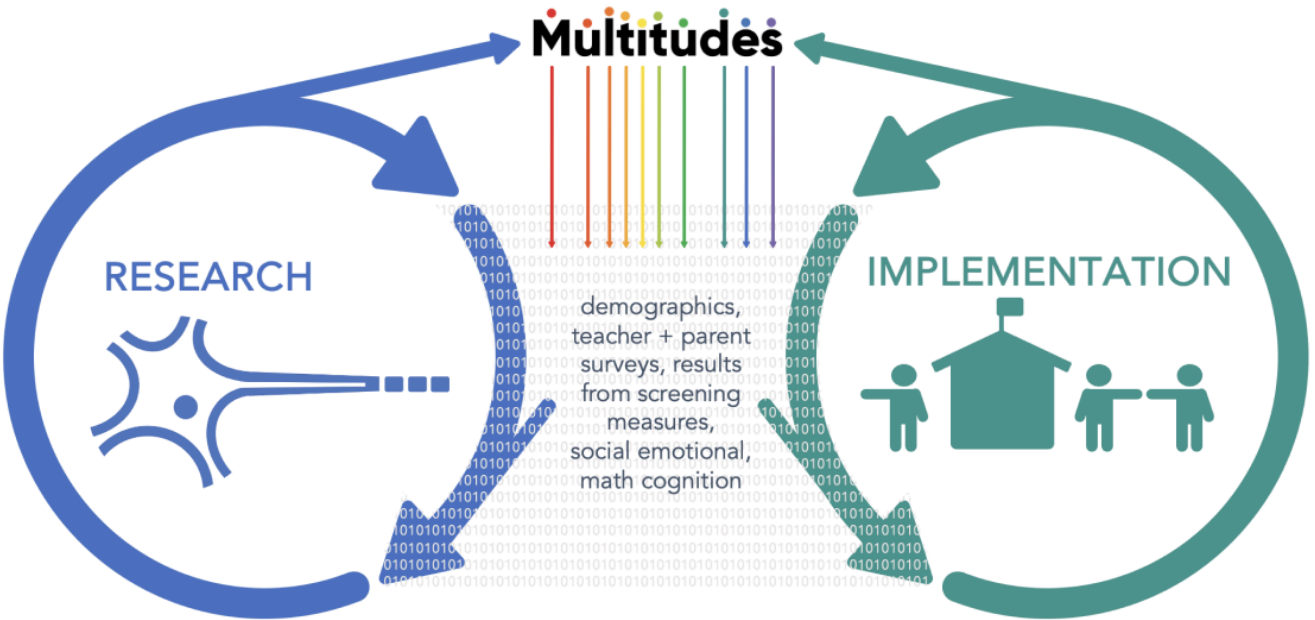


Forty percent of California Public School Students report speaking a language other than or in addition to English at home. This includes the **eighteen percent** of students identified as English learners.

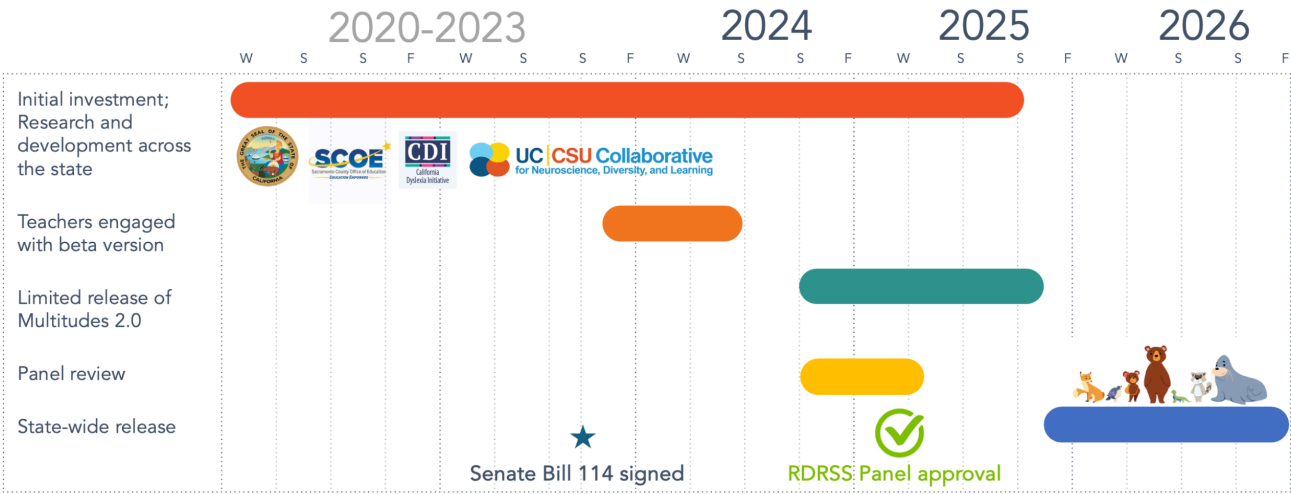
Innovation Cycle

Multitudes research guides implementation by continuously improving the process. Our longitudinal study, now in its fourth year, allows us to refine the platform as we learn more about students and their growth. Our aim is a more precise, efficient, and flexible tool that serves both monolingual and multilingual learners in varied educational settings, fairly and accurately.

The flexibility of the digital Multitudes platform facilitates seamless integration of new neuroscience discovery and emerging tools and technology. Areas of future expansion include math and social emotional domains, as well as new languages.



Development and Implementation



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Coversheet

Financial Update

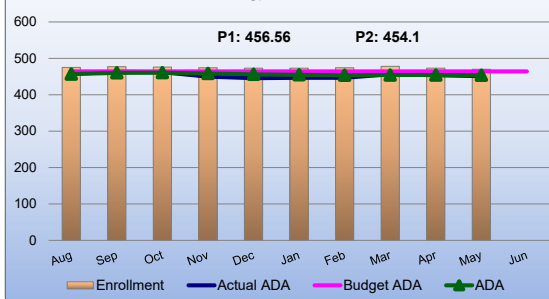
Section:	V. Agenda Items
Item:	C. Financial Update
Purpose:	FYI
Submitted by:	
Related Material:	4) EE School April 2025 Financial Packet_06062025.pdf

ELEVATE SCHOOL - Financial Dashboard (April 2025)

1 Key Performance Indicators

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

2 ADA & Enrollment



State Budget Update

Per CCSA: 2025-26 Governor's Budget May Revision - Despite Downturn, School Funding Mostly Stable

In mid May, Governor Gavin Newsom released his May Revision to his budget proposal for the 2025-26 fiscal year. For TK-12 schools, the May Revision does not impose any major cuts and makes only a few adjustments to the January proposals. The revised proposal does not project any cuts from federal sources that may be under discussion, so there still may be considerable risk and uncertainty on federal funding levels for the upcoming year.

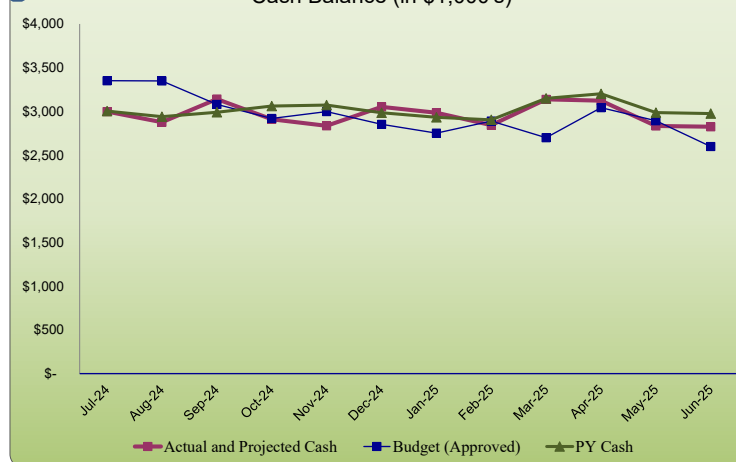
TK-12 Programmatic Funding Highlights Include:

- Cost-of-Living Adjustment (COLA) for 2025-26 is now 2.3%, which is slightly lower than the projected COLA in January 2.43%.
- Discretionary Block Grant: Reduces from \$1.8B to \$1.7B the one-time flexible Student Support and Discretionary Block Grant proposed in January.
- Literacy: Adds \$200M to the \$500M one-time Proposition 98 proposal for TK-12 Literacy and Mathematics Coaches. The additional funds are intended to support new legislation on science of reading instruction.
- Teacher Supports: Revises the January proposal for \$150M one-time funds for financial assistance

Attendance Analysis	Actual through Month 10	Actual P2	Budgeted P2	Budget Variance B/(W)	FY 23-24	FY 22-23
Enrollment	470	478	486	(8)	470	459
Attendance %	95.6%	95.7%	95.5%	0.2%	95.3%	94.7%
Avg Daily Attendance (ADA)	453.7	454.1	464.1	(10.0)	451.3	437.8

Income Statement	Actual through 04/30/25	Forecast as of 04/30/25	FY 24-25 Budget	Budget Variance B/(W)	FY 23-24	FY 22-23
Local Control Funding Formula	4,157,728	5,282,556	5,368,532	(85,976)	5,149,792	4,601,574
Federal Revenue	749,361	1,590,679	809,170	781,509	1,034,686	1,232,637
State Revenue	502,450	705,269	899,728	(194,458)	809,013	532,089
Other Local Revenue	406,954	501,949	525,499	(23,550)	524,708	395,563
Grants/Fundraising	133,099	137,063	131,559	5,504	90,314	71,159
TOTAL REVENUE	5,949,592	8,217,516	7,734,488	483,028	7,608,513	6,833,021
<i>Total per ADA</i>		18,097	16,664	1,432	16,858	15,607
<i>w/o Grants/Fundraising</i>		17,795	16,381	1,414	16,658	15,444
Certificated Salaries	2,849,749	3,223,032	3,360,837	137,805	3,139,199	2,858,842
Classified Salaries	895,379	1,068,421	911,376	(157,045)	971,550	836,563
Benefits	1,092,055	1,328,177	1,269,475	(58,702)	1,192,138	1,038,360
Student Supplies	397,358	491,492	405,498	(85,994)	504,266	493,487
Operating Expenses	1,244,527	1,719,705	1,718,918	(787)	1,698,026	1,539,633
Other	24,003	31,276	44,626	13,350	47,876	45,491
TOTAL EXPENSES	6,503,071	7,862,103	7,710,731	(151,372)	7,553,054	6,812,376
<i>Total per ADA</i>		17,314	16,613	(701)	16,735	15,560
NET INCOME / (LOSS)	(553,479)	355,413	23,757	331,656	55,460	20,646
OPERATING INCOME	(529,476)	386,689	68,383	318,306	103,335	66,136

5 Cash Balance (in \$1,000's)



Year-End Cash Balance		
Projected	Budget	Variance
2,824,432	2,597,444	226,989

Balance Sheet	6/30/2024	3/31/2025	4/30/2025	6/30/2025 FC
Assets				
Cash, Operating	2,975,592	3,136,842	3,121,929	2,824,432
Accounts Receivable	825,077	11,847	11,247	1,271,805
Due From Others	840	640	640	640
Other Assets	1,162,521	718,102	679,352	737,760
Net Fixed Assets	89,531	74,458	72,066	64,793
Total Assets	5,053,560	3,941,890	3,885,234	4,899,430
Liabilities				
A/P & Payroll	298,073	131,931	141,629	314,016
Due to Others	632,660	218,729	174,255	107,172
Deferred Revenue	955,482	955,482	955,482	955,482
Other Liabilities	510,756	510,756	510,756	510,756
Total Debt	0	0	0	0
Total Liabilities	2,396,970	1,816,898	1,782,123	1,887,426
Equity				
Beginning Fund Bal.	2,601,131	2,656,591	2,656,591	2,656,591
Net Income/(Loss)	55,460	(531,598)	(553,479)	355,413
Total Equity	2,656,591	2,124,992	2,103,111	3,012,004
Total Liabilities & Equity	5,053,561	3,941,890	3,885,233	4,899,430
Available Line of Credit				
Days Cash on Hand	145	147	146	132
Cash Reserve %	39.6%	40.3%	39.9%	36.1%

ELEVATE SCHOOL
 2024-25 Cash Flow Forecast

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Actuals as of 4/30/2025

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL				FORECAST	Budget
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-24 - Jun-25	Variance
											Accrual			Better / (Worse)
Income														
8011-8098 - Local Control Funding Formula Sources														
8011 Local Control Funding Formula	48,604	48,604	87,488	87,488	87,488	87,488	87,488	41,430	41,430	41,430	41,430	-	744,210	(322,491)
8012 Education Protection Account	-	-	22,567	-	-	22,566	-	-	23,234	-	-	-	90,818	(2,008)
8019 Local Control Funding Formula - Prior Year	-	-	-	-	-	-	-	(2,738)	(2,724)	(2,738)	(2,738)	-	(13,692)	(13,692)
8096 In Lieu of Property Taxes	-	248,472	496,945	331,296	331,296	331,296	331,296	331,296	681,477	340,739	395,955	395,955	4,443,635	234,630
8098 In Lieu of Property Taxes, Prior Year	-	-	-	-	-	-	-	-	14,510	-	-	-	17,585	17,585
Total 8011-8098 - Local Control Funding Formula Sources	48,604	297,076	607,000	418,784	418,784	441,350	418,784	369,988	757,927	379,431	434,647	395,955	5,282,556	(85,976)
8100-8299 - Federal Revenue														
8181 Special Education - Federal (IDEA)	-	-	-	-	-	-	-	-	-	-	12,243	12,243	77,474	1,917
8221 Child Nutrition - Federal	-	-	-	-	12,163	-	8,628	5,958	12,643	6,754	14,357	16,890	150,323	6,631
8291 Title I	-	-	-	-	16,351	-	19,020	-	28,563	-	3,488	-	67,422	11,909
8292 Title II	-	-	-	2,809	-	-	2,865	-	-	-	-	-	11,461	2,052
8295 Title IV, SSAE	-	-	-	2,500	-	-	-	-	-	-	-	-	10,000	-
8296 Title IV, PCSGP	-	-	-	-	-	56,388	-	-	-	-	-	-	61,000	11,000
8299 All Other Federal Revenue	-	-	-	-	-	317,296	-	-	-	257,423	-	-	1,213,000	748,000
Total 8100-8299 - Other Federal Income	-	-	-	5,309	28,514	373,684	30,513	5,958	41,206	264,177	30,088	29,133	1,590,679	781,509
8300-8599 - Other State Revenue														
8520 Child Nutrition - State	-	-	-	14,735	20,171	24,782	-	16,174	34,152	18,273	-	-	131,149	91,019
8550 Mandate Block Grant	-	-	-	-	9,054	-	-	-	-	-	-	-	9,054	6
8560 Lottery Revenue	-	-	-	2,269	-	-	29,401	-	37,854	-	22,675	-	129,304	8,598
8592 State Mental Health	1,874	1,874	3,374	3,374	3,374	3,374	3,374	3,415	3,415	3,415	3,415	-	37,692	135
8595 Expanded Learning Opportunity Program	12,527	12,527	22,549	22,549	22,549	22,549	22,549	22,560	22,560	22,560	22,560	-	343,091	139,097
8596 Prop 28 Arts & Music	3,316	3,316	5,969	5,969	5,969	5,969	5,969	5,971	5,971	5,971	5,971	-	49,126	(17,322)
8599 State Revenue - Other	-	-	600	-	-	1,635	-	3,218	-	(600)	-	-	5,853	(415,991)
Total 8300-8599 - Other State Income	17,717	17,717	32,492	48,896	61,117	58,309	61,293	51,338	103,953	49,619	54,621	-	705,269	(194,458)
8600-8799 - Other Local Revenue														
8660 Interest & Dividend Income	-	-	16,460	3,142	0	11,291	4,768	32,155	-	6,642	-	-	85,000	(7,000)
8662 Net Increase (Decrease) in Fair Value of Investment	-	-	1,323	1,102	(1,577)	2,026	1,414	5,316	(1,128)	1,005	-	-	9,480	9,480
8692 Grants	-	500	-	30,000	-	29,508	150	25,000	45,000	-	-	-	130,158	130,158
8695 Contributions & Events	-	-	-	-	-	-	-	-	-	146	-	-	146	(124,654)
8696 Other Fundraising	-	15	-	2,337	-	378	65	-	-	-	905	-	6,759	-
8699 All Other Local Revenue	-	-	-	-	-	-	-	200	-	-	-	-	200	(21,430)
8792 Transfers of Apportionments - Special Education	-	19,533	54,710	-	35,159	35,156	70,318	-	72,002	35,938	32,379	32,379	407,269	(4,600)
Total 8600-8799 - Other Income-Local	-	20,048	72,493	36,581	33,582	78,359	76,714	62,671	115,874	43,730	33,284	32,379	639,012	(18,047)
TOTAL INCOME	66,321	334,841	711,985	509,570	541,997	951,702	587,304	489,955	1,018,959	736,958	552,640	457,467	8,217,516	483,028

ELEVATE SCHOOL
 2024-25 Cash Flow Forecast

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Actuals as of 4/30/2025

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	May-25	Jun-25	Accrual	FORECAST	Budget Variance
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25				Jul-24 - Jun-25	Better / (Worse)
Expense															
Total 1000 - Certificated Salaries	50,468	306,151	312,969	313,549	311,480	315,722	309,182	304,413	309,584	316,230	309,900	63,384	-	3,223,032	137,805
Total 2000 - Classified Salaries	21,536	88,441	100,454	114,262	100,129	87,261	75,337	90,655	115,685	101,619	125,241	47,801	-	1,068,421	(157,045)
3000 - Employee Benefits															
3111 STRS - State Teachers Retirement System	9,640	56,379	65,492	53,049	57,483	57,850	64,325	56,231	57,225	58,654	57,384	59,191	-	652,903	(10,983)
3311 OASDI - Social Security	1,269	5,342	6,104	6,981	6,101	5,317	4,559	5,568	7,118	6,190	7,747	2,964	-	65,259	(8,754)
3331 MED - Medicare	1,023	5,639	5,907	6,115	5,880	5,754	5,494	5,663	6,101	5,988	6,237	1,612	-	61,412	535
3401 H&W - Health & Welfare	56,986	34,287	20,244	58,871	36,312	32,561	38,854	38,260	22,122	56,968	56,968	28,900	-	481,333	(47,567)
3501 SUI - State Unemployment Insurance	35	194	204	211	203	198	189	195	210	206	215	56	-	2,117	19
3601 Workers' Compensation Insurance	12,312	4,104	4,104	-	2,200	4,104	4,104	4,104	4,105	4,105	4,105	6,582	-	53,927	5,603
3901 Other Retirement Benefits	115	378	381	391	375	338	332	1,057	382	352	390	3,494	-	7,986	5,685
3902 Other Benefits	-	-	-	-	878	-	2,085	-	-	-	277	-	-	3,240	(3,240)
Total 3000 - Employee Benefits	81,379	106,324	102,435	125,617	109,431	106,123	119,944	111,078	97,262	132,463	133,324	102,798	-	1,328,177	(58,702)
4000 - Supplies															
4111 Core Curricula Materials	24,417	-	-	13,500	-	-	-	8,072	6,489	-	-	3,210	-	55,688	(8,044)
4211 Books & Other Reference Materials	1,388	385	376	600	82	44	-	-	65	6,974	-	4,632	-	14,548	(1,768)
4311 Student Materials	84	9,801	9,126	4,309	13,732	2,883	1,740	2,061	1,315	8,845	513	5,014	-	59,422	551
4351 Office Supplies	-	3,406	2,524	2,017	1,062	1,861	1,120	3,133	1,623	979	910	6,366	-	25,000	5,701
4371 Custodial Supplies	560	1,822	1,322	2,127	578	1,313	1,791	2,467	1,309	1,159	700	66	-	15,215	-
4391 Food (Non Nutrition Program)	-	1,058	2,886	1,329	2,622	1,345	2,842	1,266	1,355	1,742	1,710	1,710	-	19,866	-
4392 Uniforms	782	-	7,487	-	227	-	381	82	2,966	803	1,566	1,566	-	15,860	(0)
4393 PE & Sports Equipment	-	-	1,779	1,676	1,255	315	11	228	482	317	219	219	-	6,500	(236)
4395 Before & After School Program Supplies	-	-	-	-	-	-	-	-	-	-	629	629	-	1,259	292
4399 All Other Supplies	-	319	589	623	1,280	8,617	881	718	430	664	449	449	-	15,017	136
4390 Other Supplies	782	1,377	12,741	3,627	5,383	10,277	4,115	2,294	5,233	3,526	4,573	4,573	-	58,502	192
4411 Non Capitalized Equipment	-	22,686	2,608	277	-	-	593	2,575	933	874	6,286	6,286	-	43,118	-
4711 Nutrition Program Food & Supplies	-	-	-	38,416	-	45,417	18,560	21,569	20,730	24,302	22,374	28,631	(0)	220,000	(82,626)
Total 4000 - Supplies	27,231	39,476	28,696	64,874	20,838	61,796	27,919	42,172	37,698	46,659	35,356	58,779	(0)	491,492	(85,994)
5000 - Operating Services															
5211 Travel & Conferences	-	1,325	100	1,700	594	18	620	1,649	262	990	1,748	1,748	-	10,753	-
5311 Dues & Memberships	12,623	2,368	2,680	130	2,000	52	-	1,000	-	-	960	960	-	22,772	658
5451 General Insurance	-	41,416	-	-	-	-	-	-	-	-	-	-	-	41,416	(1,884)
5511 Utilities	-	-	-	-	-	3,168	-	-	2,839	-	5,228	5,228	-	16,462	(0)
5521 Security Services	-	-	-	-	-	-	-	-	-	-	104	104	-	208	(208)
5531 Housekeeping Services	7,951	2,734	4,586	3,871	4,442	6,644	4,110	3,665	4,232	3,707	4,715	4,836	-	55,492	(616)
5599 Other Facility Operations & Utilities	-	108	108	1,529	1,256	4,741	694	822	1,282	2,118	1,235	1,235	-	15,128	(5,000)
5619 Other Facility Rentals	45,132	45,224	45,224	45,051	20,436	70,278	46,121	45,549	44,761	46,100	52,682	52,682	-	559,240	-
5621 Equipment Lease	2,724	1,060	954	243	954	954	954	954	243	954	7,649	7,649	-	25,292	-
5631 Vendor Repairs	-	400	-	-	-	-	1,600	-	322	-	1,236	1,236	-	4,794	-
5812 Field Trips & Pupil Transportation	-	(493)	-	2,606	15,449	936	2,600	233	3,234	2,590	11,423	11,423	-	50,000	(4,277)
5821 Legal	-	2,025	3,475	420	225	1,013	-	-	-	1,180	3,810	3,810	-	15,957	-
5823 Audit	-	-	-	4,381	-	4,500	-	-	-	1,474	4,223	4,223	-	18,800	-
5831 Advertisement & Recruitment	-	-	1,651	86	-	-	-	300	-	-	5,441	5,441	-	12,919	-
5841 Contracted Substitute Teachers	-	-	-	-	1,470	1,176	491	588	882	-	697	697	-	6,000	(6,000)
5842 Special Education Services	900	-	9,308	-	23,120	16,770	18,036	4,821	18,826	18,932	39,706	39,706	-	190,126	(0)
5844 After School Services	-	-	-	12,825	-	25,100	19,276	11,020	10,825	11,532	27,959	27,959	-	146,494	-
5849 Other Student Instructional Services	1,518	4,000	8,048	5,894	7,000	7,992	2,000	3,600	4,900	9,300	4,874	4,874	-	64,000	(23,468)
5852 PD Consultants & Tuition	-	-	-	75	3,000	-	1,750	75	2,075	-	7,013	7,013	-	21,000	29,149
5854 Nursing & Medical (Non-IEP)	-	-	-	-	-	-	-	-	-	-	333	333	-	667	(134)
5859 All Other Consultants & Services	17,470	4,538	48,781	14,438	34,470	17,067	200	17,676	4,734	41,658	17,868	17,868	-	236,767	(15,042)

ELEVATE SCHOOL
 2024-25 Cash Flow Forecast

Prepared by ExED. For use by ExED and ExED clients only. © 2024 ExED

Actuals as of 4/30/2025

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL				FORECAST	Budget
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Accrual	Jul-24 - Jun-25	Variance
															Better / (Worse)
5861 Non Instructional Software	32,250	4,347	357	5,374	1,030	361	251	2,297	249	501	858	858		48,735	(3,012)
5865 Fundraising Cost	-	-	-	-	-	-	-	750	-	270	615	615		2,250	-
5871 District Oversight Fees	-	-	-	-	-	7,154	7,154	7,154	7,154	7,154	20,354	20,354		76,478	-
5872 Special Education Fees (SELPA)	-	282	790	-	508	508	508	-	-	-	9,082	9,082	-	20,760	(6,137)
5899 All Other Expenses	36	36	45	7,152	53	753	(6,082)	863	939	958	1,555	1,555	-	7,863	-
5911 Office Phone	264	2,726	-	2,831	-	1,405	-	-	-	4,147	2,643	2,643		16,660	-
5921 Internet	(292)	2,475	2,782	2,799	3,091	(579)	5,890	2,799	(271)	5,890	2,799	3,615		31,000	17,440
5923 Website Hosting	-	-	16	-	-	-	58	-	-	-	0	0		74	2,115
5931 Postage & Shipping	15	101	312	96	59	49	9	203	17	8	229	229		1,327	61
5999 Other Communications	-	12	12	12	12	12	12	12	12	12	82	82		272	(6)
Total 5000 - Operating Services	120,593	114,683	129,228	111,513	144,224	145,014	106,251	106,029	107,517	159,475	237,121	238,058	-	1,719,705	(787)
6000 - Capital Outlay															
6901 Depreciation Expense	2,364	2,417	2,475	2,393	2,393	2,393	2,393	2,393	2,393	2,393	3,658	3,615		31,276	13,350
Total 6000 - Capital Outlay	2,364	2,417	2,475	2,393	2,393	2,393	2,393	2,393	2,393	2,393	3,658	3,615	-	31,276	13,350
TOTAL EXPENSE	303,571	657,491	676,257	732,206	688,495	718,308	641,026	656,740	670,138	758,838	844,599	514,433	(0)	7,862,103	(151,372)
NET INCOME	(237,250)	(322,650)	35,728	(222,636)	(146,498)	233,394	(53,722)	(166,785)	348,822	(21,881)	(291,959)	(56,966)	1,257,818	355,413	331,656
Beginning Cash Balance	2,975,592	2,996,852	2,876,421	3,140,720	2,909,059	2,835,822	3,051,378	2,984,429	2,842,643	3,136,842	3,121,929	2,833,628	2,824,432	2,975,592	(22,116)
Cash Flow from Operating Activities															
Net Income	(237,250)	(322,650)	35,728	(222,636)	(146,498)	233,394	(53,722)	(166,785)	348,822	(21,881)	(291,959)	(56,966)	1,257,818	355,413	331,656
Change in Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prior Year Accounts Receivable	390,121	171,936	163,984	41,904	-	15,415	28,846	-	1,024	600	-	11,248	-	825,078	85,032
Current Year Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	(1,271,806)	(1,271,806)	(568,637)
Change in Due from	-	-	-	200	-	-	-	-	-	-	-	-	-	200	200
Change in Accounts Payable	(124,561)	(39,249)	65,387	(47,390)	26,546	16,137	(42,854)	29,833	(53,476)	7,894	-	172,387	(0)	10,653	16,721
Change in Due to	(42,060)	(42,978)	(47,768)	(45,347)	2,656	(94,303)	(45,042)	(45,278)	(53,810)	(44,474)	-	(81,072)	13,989	(525,488)	(271,096)
Change in Payroll Liabilities	(69,993)	71,815	4,874	(1,795)	(608)	185	(816)	(1,913)	1,737	1,805	-	-	-	5,290	5,290
Change in Prepaid Expenditures	62,701	(272)	-	-	-	(125)	-	(2,870)	-	(4,162)	-	(58,408)	-	(3,135)	233,316
Change in Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Other Long Term Assets	41,540	41,723	41,906	42,090	42,275	42,460	42,647	42,834	47,510	42,912	-	-	-	427,896	-
Depreciation Expense	2,364	2,417	2,475	2,393	2,393	2,393	2,393	2,393	2,393	2,393	3,658	3,615	-	31,276	(13,350)
Capital Expenditures	(1,600)	(3,171)	(2,286)	(1,080)	-	-	1,600	-	-	-	-	-	-	(6,538)	23,462
Ending Cash Balance	2,996,852	2,876,421	3,140,720	2,909,059	2,835,822	3,051,378	2,984,429	2,842,643	3,136,842	3,121,929	2,833,628	2,824,432	2,824,432	2,824,432	248,374



Elevate School Financial Analysis April 30, 2025

Net Income

Elevate School's Fiscal Year 2024-25 net income is **\$355,413**. This is \$331,656 above the current board-approved budget driven by revenue from Impact Aid Grant and the Employee Retention Credit.

Balance Sheet

As of April 30, 2025, the school's **Operating Cash** balance was \$3,121,929. At the end of the year, the school's total cash balance is projected to be \$2,824,432. Note: At this time, these numbers exclude cash from the Employee Retention Credit.

As of April 30, 2025, the **Accounts Receivable** balance was \$11,247.

As of April 30, 2025, the **Accounts Payable** balance, including payroll liabilities, totaled \$141,629. The balance consists of \$19,726 for current payables, \$90,235 for current payroll liabilities, and \$31,668 for accrued payroll vacation.

Income Statement

Revenue

Total revenue for Fiscal Year 2024-25 is **\$8,217,516**, which is \$483,028 above the board-approved budget.

- Local Control Funding Formula revenue is projected to be \$85,976 lower than budgeted amount due to the lower month end enrollment (478 vs 486) and average daily attendance (454.1 vs 464.1).
- Federal Revenue is \$781,509 favorable primarily from the additional Employee Retention Credit contribution of \$600,000, followed by increased projections from Impact Aid and Federal Nutrition.
- State Revenue is trending below budget by \$194,458 due to shifting revenue from Learning Recovery Block, Educator Effectiveness and Arts & Music Block Grants to better manage future revenue.
- Other Local Revenue is tracking below budget by \$23,550 from reforecasting revenue downward to be more in line with prior year actuals and current trends.

Expenses

Total expenses for the year are **\$7,862,103**. This is \$151,372 above the budgeted amount.

- The projected Certificated & Classified Salaries and Employee Benefits expenses have a combined value of \$5,619,630 and are tracking on par to budget with a 1.4%.
- Nutrition Program Food & Supplies expenses are trending above budget by \$82,626 to cover meal service costs from Top Notch Catering. Updated forecast is more in line with the prior year actuals.
- Other Student Instructional Services are trending above budget by \$23,468, which are offset by lower PD Consultants & Tuition expenses of \$25,649.



ADA

The budgeted ADA for the year is 464.1 with an enrollment of 486. Revenues are calculated based on a projected ADA of 454.1 with an enrollment of 478 and attendance percentage of 95.7%.

Elevate School
Check Register
For the Month Ending April 30, 2025

Check #	Vendor Name	Date	Description	Amount
2504010-1019M	CHARTERSAFE	4/1/2025	04/25 - WORKERS' COMPENSATION	4,105.00
2504011-1019M	KAISER FOUNDATION HEALTH PLAN INC	4/1/2025	04/25 - HEALTH PREMIUM	17,532.95
2504020-1019M	HEALTH NET OF CALIFORNIA, INC	4/2/2025	04/25 - HEALTH PREMIUM	19,304.47
1002940	ANAI'S CORTES	4/4/2025	REIM082124AC	69.00
E020533	CINTAS	4/4/2025	AUTOSOAP DISPENSER, MICROFIBER WIPES,HAND SANITIZER	153.53
P069435	*****	4/4/2025	TUTORING SESSIONS MATH, READING AND WRITING	4,600.00
1002939	MADLINE PERRY	4/4/2025	REIM080824MP	7.54
A023005	ODP BUSINESS SOLUTIONS LLC	4/4/2025	PAPER, CLOROX WIPES, POST IT FOR TS CAMPUS	184.21
P069436	THE UNIFORM STORE	4/4/2025	6TH GRADE HOODIES	2,966.11
P069715	AZTEC LEASING, INC	4/10/2025	03/27/25-04/26/25 - COPIER LEASE	765.94
P069720	AZTEC LEASING, INC (SMX6071)	4/10/2025	03/10/25-04/09/25 - COPIER LEASE	261.84
P069721	CHARTER TECH SERVICES	4/10/2025	04/25 - MONTHLY TECH SERVICE	4,537.50
E020635	CINTAS	4/10/2025	AUTO SOAP, MICRO WIPES, SANTIZER, HAND SANITIZER	273.02
P069716	ELIZABETH BLEVINS	4/10/2025	09/24/24-03/17/25 -	1,350.00
P069714	ETEL MADADI	4/10/2025	04/08/25 - PHOTO SESSION	270.00
E020636	IDENTITY THEFT GUARD SOLUTIONS, INC	4/10/2025	03/25 - IDENTITY THEFT PROTECTION	278.69
P069718	JEFFREY JAMES THIEL	4/10/2025	03/25 - INSTRUCTIONAL CONSULTATION SERVICES	300.00
E020634	NTV CORPORATION	4/10/2025	03/17/25 - INTERPRETATION SERVICE	150.00
A023118	ODP BUSINESS SOLUTIONS LLC	4/10/2025	PAPER, PENS, SHARPIES, MARKERS FOR MS CAMPUS	99.67
A023119	OPEN WORKS	4/10/2025	04/25 - JANITORIAL SERVICES AT TS CAMPUS	2,734.00
P069717	SCOOT EDUCATION INC	4/10/2025	03/19/25 - SUBSTITUTE TEACHER FOR SM	294.00
P069719	SHARP ELECTRONICS CORPORATION	4/10/2025	02/26/25-03/25/25- COPIER LEASE	1,474.80
E020633	SOUTHERN CAL TELECOM, INC	4/10/2025	03/31/25 - REPAIR & TEST CABLES	321.55
A023117	YOUNG, MINNEY & CORR, LLP	4/10/2025	02/18/25-03/31/25 - LEGAL SERVICES	1,180.00
1512M	TONY LAW	4/15/2025	03/04/25-03/26/25 - CUSTODIAL SERVICES	378.00
2504170-1019M	ASSURITY LIFE INSURANCE COMPANY	4/17/2025	04/25 - HEALTH PREMIUM	2,543.83
P070126	APEX THERAPIES, INC	4/18/2025	04/25 - OCCUPATIONAL THERAPY SERVICES	10,880.00
E020776	AT&T	4/18/2025	04/07/25-05/06/25 - PHONE SERVICE	4,147.19
P070129	BOARDONTRACK, INC	4/18/2025	07/01/25-06/30/26 SOFTWARE FOR BOARD ON TRACK	3,995.00
P070128	CALNET	4/18/2025	03/25 - INTERNET SERVICE FOR ALL CAMPUS	3,090.98
P070127	CHRISTY WHITE ASSOCIATES	4/18/2025	FY23-24 CHARTER SCHOOL AUDIT: RETENTION RELEASED	1,473.50
E020777	CINTAS	4/18/2025	AUTOSOAP, FIBER WIPES, HAND SANITIZER	392.51
A023338	DBA CITY VIEW CHURCH	4/18/2025	05/25 - OFFICE SPACE & MS CAMPUS RENTAL	21,000.00
A023306	EXED	4/18/2025	02/25 - MANAGEMENT CONTRACT FEE, CALPADS & SIS SUPPORT	23,945.69
P070189	FAITH COMMUNITY CHURCH	4/18/2025	05/25 - RENT & INTERNET CREDIT	24,948.34
A023307	JEREMIAH GIRARD	4/18/2025	03/24/25-04/13/25 - MAINTENANCE & CUSTODIAL SERVICES	595.00
P070130	KCE CHAMPIONS LLC	4/18/2025	03/25 - AFTER SCHOOL TUITION	11,531.70
A023305	ODP BUSINESS SOLUTIONS LLC	4/18/2025	TISSUES, FOLDERS, SHARPIES, PAPER, NAPKINS SM CAMPUS	403.64
A023308	TOP NOTCH CATERING	4/18/2025	03/25 - MEALS	24,301.72
2504220-1019M	CHOICE BUILDER ADMINISTRATORS	4/22/2025	05/25 - HEALTH PREMIUM	3,645.65
E020858	CINTAS	4/24/2025	AUTOSOAP, MICROFIBER WIPES, HAND SANITIZER SM CAMPUS	153.53
P070402	FAITH COMMUNITY CHURCH	4/24/2025	04/25 - ROOM RENTAL	325.00
P070401	GREGORY L WILLIAMS	4/24/2025	02/24/25-04/13/25 - PROJECT ENGAGED	7,650.00
P070404	IFLY INDOOR SKYDIVING	4/24/2025	05/25 - 3RD GRADE FIELDTRIP ADMISSION	1,890.00
A023442	ODP BUSINESS SOLUTIONS LLC	4/24/2025	COPY PAPER, COLOR PAPER, PENS FOR SM CAMPUS	129.95
A023443	ODP BUSINESS SOLUTIONS LLC	4/24/2025	PAPER, PORTFOLIO	77.97
P070405	PARENT SQUARE INC	4/24/2025	05/01/25-07/31/25 - PAY IMPLEMENTATION	500.00
E020857	SPECIALIZED THERAPY SERVICES, INC	4/24/2025	03/25 - APE, AUDIOLOGY, NURSING SERVICES	8,052.20
P070403	THE UNIFORM STORE	4/24/2025	ELEVATE POLOS	802.90
2504280-1019M	BUSINESS CARD	4/28/2025	03/07/26-04/06/25 - CREDIT CARD PURCHASES	21,148.50
2504290-1019M	KAISER FOUNDATION HEALTH PLAN INC	4/29/2025	05/25 - HEALTH PREMIUM	17,787.68
Total				259,004.30

Coversheet

Local Indicators Report

Section:

Item:

Purpose:

Submitted by:

Related Material:

V. Agenda Items

E. Local Indicators Report

FYI

2025 Elevate Local Indicators Report.pdf



ELEVATE SCHOOL

2025 Local Indicators

Self-Reflection

Tools

Presented to the Governing Board

June 2025

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

5. 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)

6. 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.

N/A

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.	4
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

Building Relationships Dashboard Narrative Boxes **(Limit responses to 3,000 characters)**

QUESTION	RESPONSE
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 .	Based on educational partner input and local data, our LEA has made meaningful progress in building strong relationships between school staff and families. A key strength is our dedicated and friendly staff, who actively

	engage families through classroom events, unit projects, campus-wide celebrations, parent-teacher-student conferences, Coffee and Dessert with the Directors, and the Student Study Team (SST) process. This year, we invested significant time and effort into refining our SST process to ensure that our process is efficient and includes a family education element. We also value parent voice, welcoming input through our Parent Advisory Committee, which is facilitated by our Family Engagement Coordinator. Additionally, our Attendance Team has prioritized relationships with families of chronically absent students by combining parent communication with fun and motivating attendance incentives.
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 .	One of our key focus areas for growth is strengthening relationships with new families as they transition into our school community. With a significant military population, we experience frequent student movement throughout the year, which has highlighted the need for support specifically for new students. Our goal is to develop a system for onboarding that welcomes new students and their families to our community and shares the most important parts of our school culture. Some of our ideas that we are excited to implement include campus welcome teams, special lessons with campus deans on the 7 Habits and our core values, and welcome kits for new families.
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	Based on input from educational partners and findings from our self-reflection, we will strengthen engagement with underrepresented families through improved onboarding for new families, especially those

<p>Building Relationships Between School Staff and Families.</p>	<p>entering Kindergarten—our grade level with the highest number of new families. We will also provide early, targeted outreach to families of students with a history of chronic absenteeism, emphasizing support and connection from the start of the school year. Additionally, we will continue to invite parent input and representation through our ELAC meetings and Parent Advisory Committee to ensure all voices are heard and valued.</p>
--	--

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 **(Limit responses to 3,000 characters)**

QUESTION	RESPONSE
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 .	Based on educational partner input and local data, our LEA has developed strong and growing partnerships that support student outcomes. Our Instructional Leadership Team (ILT) is responsible for partnering across campuses and grade levels to plan professional development based on student benchmark data, classroom observations, and

	<p>teacher feedback from our LCAP staff survey. We foster meaningful family partnerships through positive parent contacts at the start of the year, weekly teacher communication via ParentSquare, and parent-teacher-student conferences. Families are also invited to engage in learning through information nights, both in-person and on Zoom, as well as joyful community events like our Fall Festival, STEAM Night, and Exhibition Nights. Our monthly "Leader of the Month" assemblies celebrate student leadership alongside families. We also value broader community partnerships, exemplified by our annual Leadership Day, where local leaders from business, government, and education visit classrooms to see our students in action. These partnerships within and outside of our school have had a positive impact on our students' growth.</p>
<p>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.</p>	<p>Based on what we've heard from our educational partners and seen in our local data, we recognize the need to grow in the key areas communicating the importance of daily attendance and sharing information and resources with families when it comes to building partnerships for student outcomes.</p> <p>One area of improvement is in more effectively communicating the importance of daily attendance with all families, particularly those whose children have historically had low attendance. We also see an opportunity to strengthen how we share information and resources that help families support learning and development at home. One way we plan to do this is by maximizing our "Coffee and Dessert with the Directors" gatherings. By inviting different Deans to lead these events and share about various aspects of the student</p>

	experience—study skills, our MTSS process, behavior supports, and our Leader in Me curriculum—we hope to better support our students by empowering their families.
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 .	Based on what we've learned through our self-reflection and input from our educational partners, we see a meaningful opportunity to strengthen how we engage underrepresented families by reimagining our onboarding process. We believe that welcoming a new student also means welcoming their entire family—and making sure they feel informed, included, and supported from the very beginning. By using onboarding as a platform to connect families with tools, resources, and relationships that help them support learning at home, we can build stronger, more trusting partnerships that last well beyond the first few weeks of school.

Section 3: Seeking Input for Decision-Making

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

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

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

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

QUESTION	RESPONSE
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 .	Based on educational partner input and local data, one of our strengths as an LEA is creating consistent, welcoming opportunities for families to share their voice in decision-making. Our Parent Advisory Committee

	<p>meets monthly and plays an important role in shaping schoolwide planning and priorities, while our ELAC committee provides valuable input to strengthen the experience of our English Learners. We also host monthly “Coffee or Dessert with the Directors,” offering parents a chance to connect directly with our leadership team. These gatherings are intentionally scheduled either right after our Friday morning assemblies or in the evening over Zoom to make participation easier for busy families. Additionally, our Classroom Community Builders (CCB) program invites parents to partner with teachers through classroom events and by supporting student learning during small groups and centers.</p>
<p>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.</p>	<p>Based on what we’ve heard from our educational partners and seen in our data, we know we have room to grow in making sure <i>all</i> families have meaningful opportunities to share their input on school policies and programs. One of our focus areas moving forward is finding more intentional ways to reach out to underrepresented groups in our community, especially our families of English Learners. We want every family to feel like their voice matters and is reflected in the decisions we make. This means creating more accessible, welcoming spaces for input.</p>
<p>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.</p>	<p>Based on our self-reflection and what we've heard from families, we know we can do more to support underrepresented voices—especially those of our English Learner families—when it comes to decision-making. One way we’re working to improve this is by having our English Language Development</p>

	teacher join more parent-teacher-student conferences. Building that individual connection can go a long way in helping families feel seen, heard, and more comfortable sharing their thoughts or concerns.
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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. For each prompt **limit response 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.

Response:

At Elevate, we use the Measurable Results Assessment (MRA) from FranklinCovey Education as part of our ongoing commitment to creating a strong, positive school climate. As a Leader in Me school serving 4th–8th grade students, the MRA helps us measure progress in culture, leadership, and academics. We invite students, staff, and families to share their input, and use that feedback to set our goals for growth in the following school year.

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.

Response:

Response:

This year's data was overall very positive, with a couple of areas highlighted as opportunities for growth. Our overall school climate score came in strong at 90, showing that the vast majority of our school community feels positive about the environment we're building together. Our highest marks were in the "Culture" domain, where staff shared that they feel heard, and both students and families reported a strong sense of belonging and empowerment.

We did notice a slight dip—just 1 point—from previous years in students' feelings about having a trusted adult they can connect with. While still a generally positive area, it's one we'll be focusing on intentionally as we head into the next year. This year our students showed increased feelings of empowerment and belonging, which is encouraging and speaks to the leadership opportunities they're experiencing.

One area we've identified for growth is "Goals," which received a score of 70. We're already thinking about how to support students in setting and tracking personal and academic goals more effectively. Other areas for growth will be in helping more students feel that there is a high trust relationship with a staff member and helping students feel empowered to grow as learners and leaders. We will also focus on social supports, as this will help students be more motivated to attend school and feel connected to the school and to others.

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.

Response:

Feedback from the MRA survey is used to inform our schoolwide "Wildly Important Goals" for the following school year, and the steps to achieve those goals are communicated to staff through professional development and collaboration times. We share our goals with students and their families through school-wide communications, classroom newsletters, and "scoreboards" displayed on each campus to track our progress toward reaching our goals.

This next year, part of our school-wide goals will include a focus on helping students understand their personal data, set goals for their learning, and work toward achieving those goals in small group instruction. This focus on small group instruction in our teacher PD will also support our goal of increasing trust in the relationship between staff and students, as small group settings foster a more personalized connection within the classroom.

In the future, we plan to explore other options for a school climate survey that will allow us to better disaggregate the data by student subgroups.

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:

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)

Response:

Primary Measurement Tools: Elevate employs Master Schedule Analysis through annual reviews ensuring 100% student participation in electives and enrichment across all grade levels. CALPADS enrollment data tracks course participation by student groups including English Learners, Socioeconomically Disadvantaged students, Foster Youth, and Students with Disabilities. The school conducts textbook inventory and classroom observations to monitor that 100% of students have access to standards-aligned materials across all subjects.

For grades K-5, the school monitors access to core subjects (ELA, Math, Science, Social Studies) plus Art, STEAM (grades 2-5), PE, and Health. Grades 6-8 receive core subjects plus Art and STEAM electives.

Comprehensive Monitoring Approach The school tracks participation through annual master schedule reviews, textbook inventory, classroom observations, and SARC Physical Fitness Test data. This ensures equitable access for all 476 students, including 46% socioeconomically disadvantaged, 14% students with disabilities, and 7% English learners across three campuses. Comprehensive curriculum monitoring includes standards-aligned materials access and 100% participation rates for all unduplicated student groups and students with exceptional needs in Visual/Performing Arts, PE, Health, and STEAM programming to maintain compliance with broad course of study requirements.

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)

Response:

Based on locally selected measures, Elevate School demonstrates strong broad course of study access across all 476 students and three campuses. Master Schedule Analysis shows 100% student participation in electives and enrichment programs, with no significant differences between school sites.

Current Access Status: All students across grades K-8 receive comprehensive curriculum including core subjects, Visual/Performing Arts, PE, Health, and STEAM programming. Serra Mesa campus (K-3), Tierrasanta campus (4-5), and Elevate Middle School (6-8) maintain equivalent course offerings aligned to their respective grade spans.

Student Group Equity: CALPADS data confirms equitable access across all student groups, including 46% socioeconomically disadvantaged students, 14% students with disabilities, and 7% English learners. No enrollment gaps identified between unduplicated student groups and general population.

Progress Over Time: Physical Fitness Test participation shows mixed trends: Grade 5 participation declined from 100% (2022-23) to 82% (2023-24), while Grade 7 improved from 94% to 100%. Overall course access remains stable at 100% participation across all subject areas.

Implementation Consistency: Textbook inventory and classroom observations confirm 100% access to standards-aligned materials across all campuses and student populations, demonstrating sustained commitment to comprehensive educational programming regardless of student demographics or campus location.

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)

Response:

Based on locally selected measures, Elevate School has effectively addressed potential barriers and maintains comprehensive broad course of study access for all students.

Staffing Solutions: Quick replacement of departed art teacher and credentialed long-term substitutes for maternity leaves ensured program continuity without disruption.

Multi-Campus Coordination: Three-campus structure enables grade-appropriate specialization while maintaining consistent curriculum standards and equitable resource distribution across Serra Mesa (K-3), Tierrasanta (4-5), and EMS (6-8).

Strong Implementation: Physical Fitness Test shows Grade 7 achieving 100% participation improvement, while Grade 5 maintains 82% participation. All students maintain 100% access to core curriculum requirements.

Comprehensive Access: Master Schedule Analysis confirms 100% student participation in electives and enrichment programs across all student groups, including 46% socioeconomically disadvantaged, 14% students with disabilities, and 7% English learners, demonstrating successful broad course of study implementation without significant barriers.

Strategic Resource Optimization: Systematic resource allocation and 1:1 device ratios demonstrate effective distribution of materials and technology. Annual textbook inventory confirms 100% access to standards-aligned materials for all students.

Elevate's comprehensive systems ensure 100% student participation in broad course of study requirements across all student groups and campuses

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)

Response:

Based on locally selected measures results, Elevate School has implemented key actions to ensure comprehensive broad course of study access:

Staffing Solutions: Hired replacement art teacher and promoted Art Program Assistant to permanent staff, ensuring program stability across all grade levels.

Resource Enhancements: Purchased additional Illustrative Mathematics workbooks for grades 3-8, replacing online access with physical materials. Added iPad class sets for Kindergarten/ELOP, maintaining 1:1 device ratios schoolwide.

Systematic Monitoring: Annual master schedule reviews ensure 100% student participation in electives and enrichment. Textbook inventory processes maintain standards-aligned materials access across all campuses.

Infrastructure Maintenance: Completed facility inspections with excellent scores and ongoing collaboration with site lessors ensures optimal learning environments.

Ongoing Actions: Continued comprehensive tracking through CALPADS enrollment data, classroom observations, and Physical Fitness Test monitoring to immediately identify and address any access gaps.

These implemented actions sustain 100% broad course of study access for all 476 students across three campuses, maintaining equity for all student groups including 46% socioeconomically disadvantaged, 14% students with disabilities, and 7% English learners.

Coversheet

2025-2026 LCAP Public Hearing

Section:	V. Agenda Items
Item:	F. 2025-2026 LCAP Public Hearing
Purpose:	Discuss
Submitted by:	
Related Material:	2025-26 LCAP - Elevate School - FINAL.pdf

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Elevate School

CDS Code: 37-68338-0129395

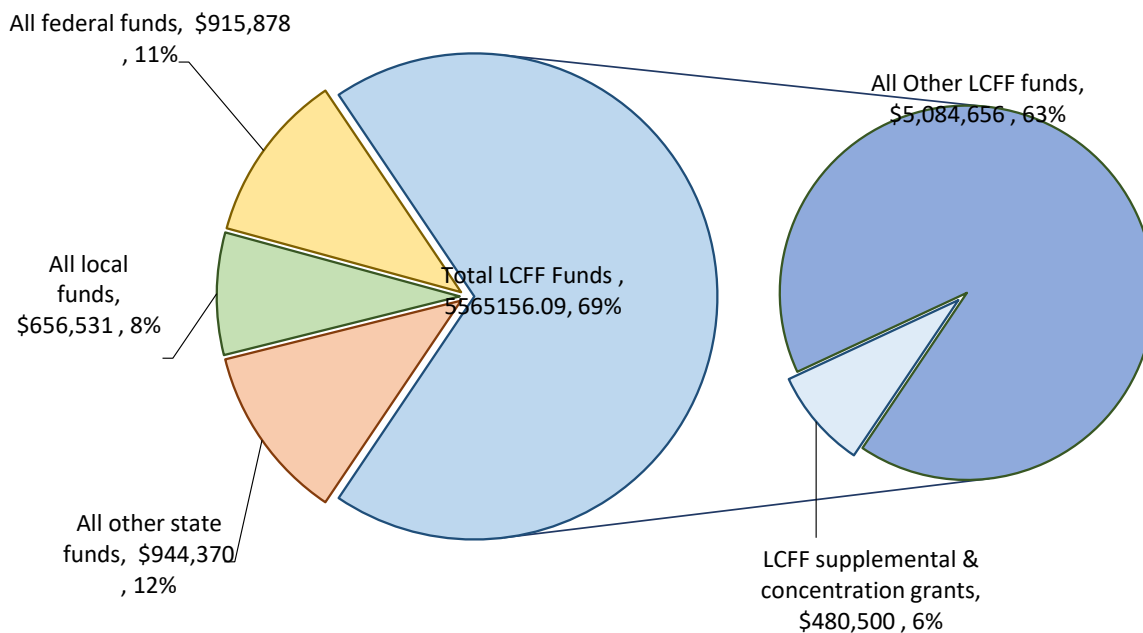
School Year: 2025-26

LEA contact information: Ryan Elliott; (858) 751-4774 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 2025-26 School Year

Projected Revenue by Fund Source

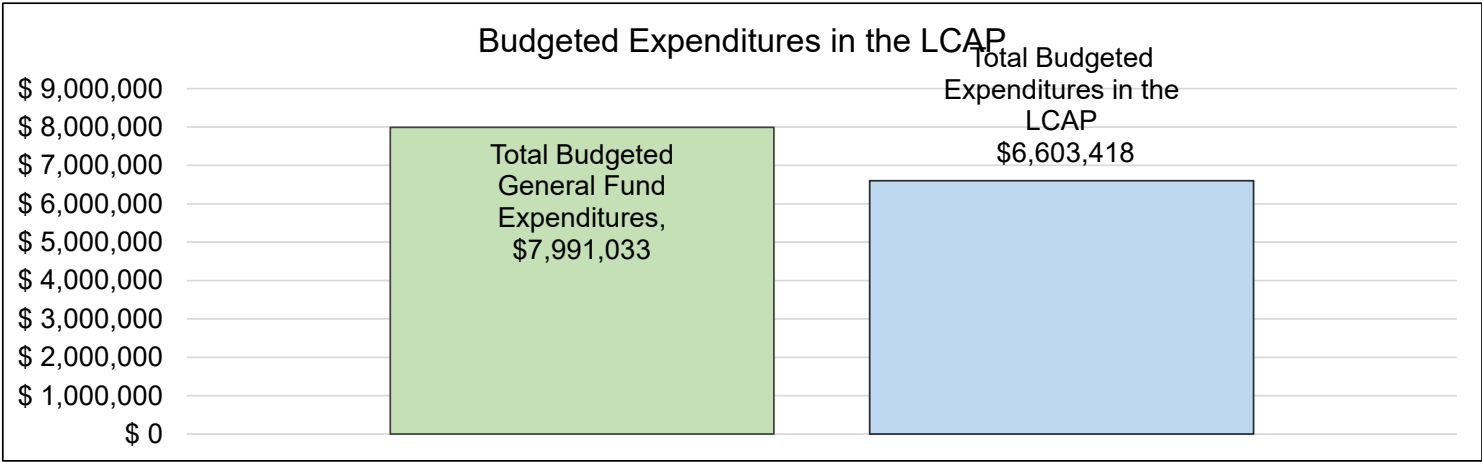


This chart shows the total general purpose revenue Elevate School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Elevate School is \$8,081,934.02, of which \$5,565,156.09 is Local Control Funding Formula (LCFF), \$944,369.52 is other state funds, \$656,530.75 is local funds, and \$915,877.66 is federal funds. Of the \$5,565,156.09 in LCFF Funds, \$480,500.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

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.

LCFF Budget Overview for Parents



This chart provides a quick summary of how much Elevate School plans to spend for 2025-26. 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 \$7,991,033.30 for the 2025-26 school year. Of that amount, \$6,603,417.77 is tied to actions/services in the LCAP and \$1,387,615.53 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

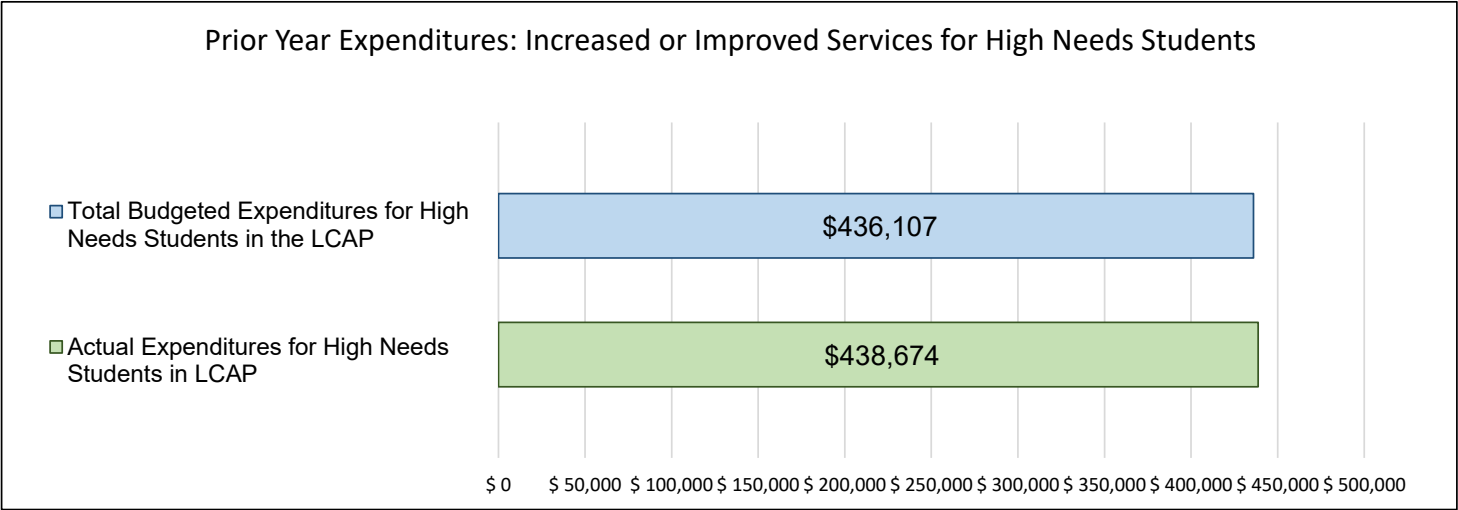
General Fund Budget Expenditures for 2025-26 not included in the Learning Continuity and Attendance Plan (LCP) consist of, but are not limited to, costs associated with school operations and programs, such as the following: Personnel salaries of teachers and auxiliary staff members, personnel benefits, 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 2025-26 School Year

In 2025-26, Elevate School is projecting it will receive \$480,500.00 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 \$480,500.00 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 2024-25



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 2024-25, Elevate School's LCAP budgeted \$436,107.00 for planned actions to increase or improve services for high needs students. Elevate School actually spent \$438,674.00 for actions to increase or improve services for high needs students in 2024-25.

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 2025-26

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Elevate School is a high-quality K-8 public charter school that serves approximately 476 students across three campuses in San Diego: Serra Mesa (SM) serving grades K-3, Tierrasanta (TS) serving grades 4-5, and Elevate Middle School at Serra Mesa (EMS) serving grades 6-8. Founded in 2014 with a special dedication to supporting military families, Elevate School has grown into a nurturing educational home that recognizes and addresses the unique challenges faced by students who experience frequent relocations and school transitions.

Our diverse student body reflects the rich multicultural fabric of our community: 31% White, 28% Hispanic/Latino, 17% African American, 16% Two or More Races, 6% Asian, and 2% Filipino. Additionally, we serve significant populations with specialized needs, including 46% Socioeconomically Disadvantaged students, 35-40% military-connected families, 14% Students with Disabilities, and 7% English Learners.

Educational Philosophy & Program

Elevate School cultivates leaders and positive changemakers by inspiring students to be excellent in academics, exceptional in leadership, expansive in creativity, and engaged in community. As a Leader in Me school, we embed Stephen Covey's 7 Habits of Highly Effective People throughout our educational program, ensuring every child develops essential leadership skills.

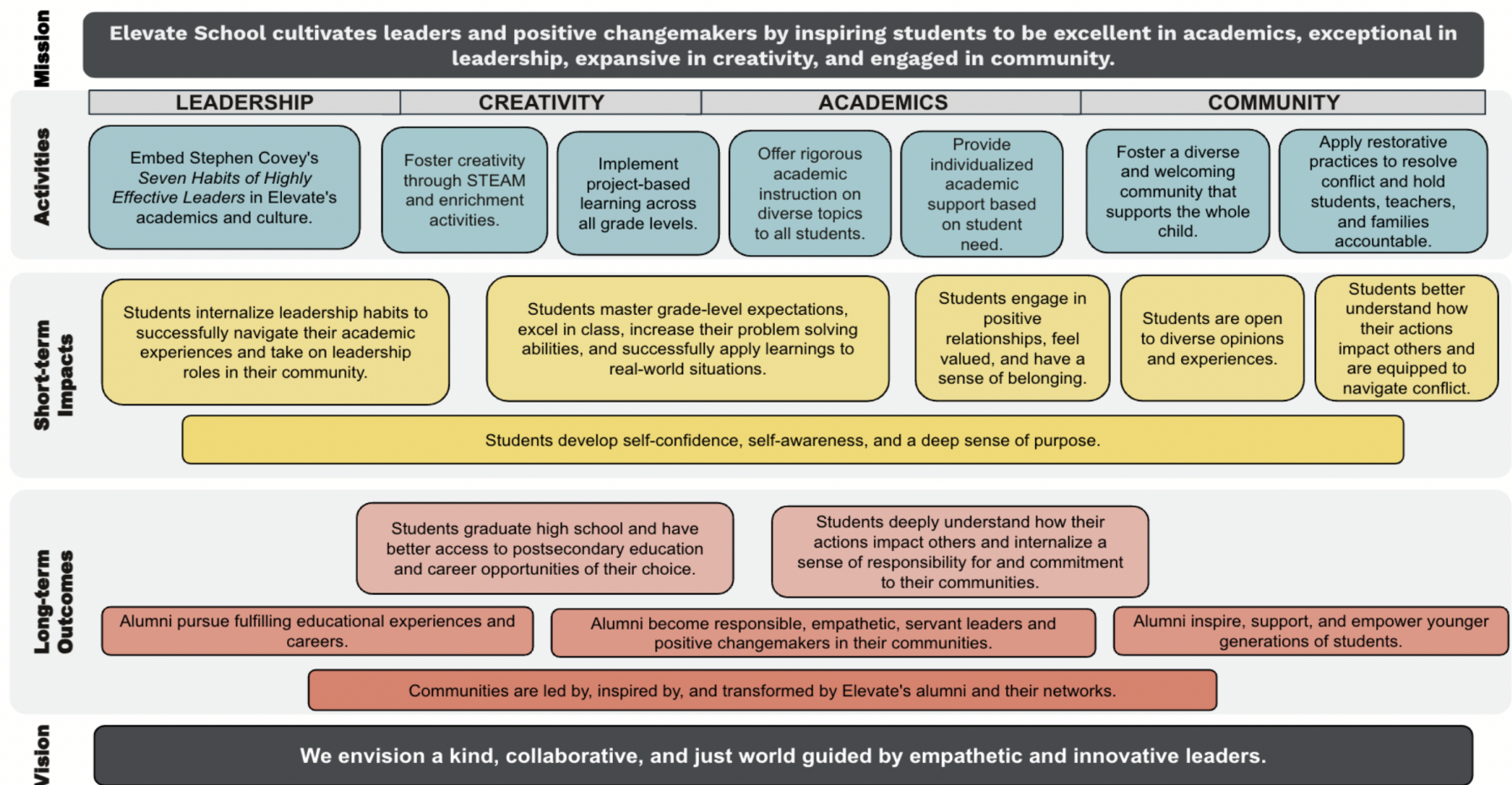
Our innovative approach features small class sizes capped at 26 students in K-5, and 28 in grades 6-8, enabling personalized attention and continuous assessment. Students engage in five thematic, interdisciplinary project-based learning units annually focusing on Community, Character, Service, Justice/Diversity, and Discovery. We integrate STEAM throughout the curriculum to provide hands-on learning experiences that foster creativity and innovation. Students showcase their growth through exhibitions to authentic audiences and participate in comprehensive leadership opportunities including Peace Patrol, Safety Team, Student Lighthouse Team, and student-led assemblies where every classroom leads two whole-school assemblies annually.

School Recognition & Achievement

Our commitment to excellence has earned numerous prestigious recognitions. Elevate School is both a National Blue Ribbon School and California Distinguished School and has been designated as a CDE High Performing School. We rank among the Top 100 schools in California according to US News. In 2025, our Serra Mesa and EMS campuses were selected for the NCUST conference school visit as a high performing school for academics. Two of our exceptional teachers were honored by Walmart and featured on local news. Our middle school has reached full enrollment capacity with high student retention rates, demonstrating strong community demand and satisfaction. Looking ahead, the Girard Foundation has awarded Elevate a development grant to establish and serve Transitional Kindergarten beginning in 2026-27.

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.



Strategic Planning & Compliance

In the 2024-25 school year, Elevate School revised its mission and vision and developed a comprehensive 3-year Strategic Plan with three key priorities: continuing to build a cohesive and thriving K-8 program, strengthening our team and infrastructure, and moving into a unified campus. These priorities are fully integrated into our 2024-25 LCAP goals to ensure alignment and successful implementation.

Elevate has developed a one-year LCAP that addresses all eight State Priorities while also serving as our School Plan for Student Achievement (SPSA). We have met all stakeholder engagement requirements including consultation with SELPA, establishment of Parent Advisory Committee (PAC) and English Learner PAC, and provided written responses to committee feedback. Additionally, we have completed comprehensive needs assessments to strategically allocate Title funding and Learning Recovery and Emergency Block Grant (LREBG) funds to best support our students' academic and social-emotional needs. Elevate School is not eligible for LCFF [Equity Multiplier Funds](#).

Family & Community Partnership

Elevate actively partners with families to co-create a vibrant school community where student needs come first. Through Coffee with the Directors sessions, family events, and meaningful volunteer opportunities, parents play an integral role in our school's success. On any given day, parents can be found supporting classroom instruction, assisting with PE lessons, serving on our board, and organizing special events and projects.

Vision

We envision a kind, collaborative, and just world guided by empathetic and innovative leaders - a vision we work toward daily by developing students who excel academically while growing as creative, community-minded changemakers prepared to thrive and lead in an increasingly complex world.

Reflections: Annual Performance

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

2023 CA SCHOOL DASHBOARD

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

Excerpt from 2023-24 LCAP: Analysis: Chronic Absenteeism Indicator

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.

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.

2022-23: 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%

2024 CA School Dashboard

The following table reflects Elevate School's performance on the **2024 California School Dashboard**, organized by State/Academic Indicators and student groups. This data demonstrates the school's academic achievement levels across different metrics and student populations.

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

Suspension Rate Indicator

Elevate School received an "orange" performance level on the 2024 California School Dashboard for the Suspension Rate Indicator, specifically for the following student groups: English Learners (EL), Socioeconomically Disadvantaged (SED), Students with Disabilities (SWD), African American, and Two or More Races. However, due to the small size of these groups, the Dashboard data may not accurately reflect actual suspension patterns. In 2023-24, only a handful of suspensions occurred, with significant overlap among student groups.

Strengths: Low Overall Suspension Numbers: In 2023-24, a total of four students were suspended, and many belonged to multiple student groups. Several groups (EL, African American, Two or More Races, SWD) had zero suspensions in 2022-23, indicating that exclusionary discipline is not widespread at Elevate School.

- Commitment to MTSS and Evidence-Based Practices: Elevate School has prioritized strengthening its Multi-Tiered System of Supports (MTSS) and evidence-based interventions to address achievement gaps and support student needs.
- Family Engagement and Positive School Climate: Elevate School emphasizes family engagement and fostering a welcoming, inclusive environment, which are key to reducing behavioral incidents and suspensions.

Identified Needs

- Accurate Data Interpretation for Small Groups: The CA School Dashboard's color-coded system can misrepresent suspension rates for small student groups, as a single incident can disproportionately affect the performance level.

- Disproportionate Impact on Vulnerable Groups:

While overall suspensions are low, the students suspended are often members of multiple high-need groups (EL, SED, SWD, African American, Two or More Races), mirroring statewide and national trends of disproportionality in discipline.

- Consistent Application of Interventions: There is a need to further systematize intervention strategies and ensure they are consistently applied across all classrooms and staff.

Root Causes

- Small-N Group Volatility: With very small numbers, a single suspension can result in a dramatic shift in Dashboard color, masking the true climate and discipline practices at the school.
- Resource Gaps in Targeted Supports: There may be insufficient targeted supports for students who fall into multiple high-need categories, increasing their risk for suspension when behavioral challenges arise.

2022-23: Suspension		
	Total	Rate
All Students	4	0.8%
African American	0	0.0%
Hispanic	2	1.7%
White	1	0.6%
Two or More Races	0	0.0%
EL	0	0.0%
SED	2	0.9%
SWD	0	0.0%
2023-24: Suspension		
	Total	Rate
All Students	4	0.8%
African American	1	1.1%
Hispanic	1	0.8%
White	0	0.0%
Two or More Races	2	2.7%
EL	1	2.4%
SED	3	1.3%
SWD	2	2.5%

Resource Inequities

- Limited Access to Restorative Practices: Not all staff may be equally trained or equipped to implement restorative or trauma-informed practices, which are proven to reduce suspensions, especially for marginalized groups.
- Gaps in Data-Driven Decision Making: Small group sizes complicate the use of Dashboard data for decision-making, potentially leading to over- or under-response to isolated incidents.

Plan of Action for 2025-26 School Year:

1. Strengthen Data Analysis and Communication: (See LCAP Goal 1, Action 1)

- Develop internal dashboards that disaggregate discipline data by student group and context, providing a more nuanced view than the state Dashboard allows.
- Develop early warning system to identify students needing support before suspendable incidents occur.
- Continue exit and re-entry protocols for suspended students to prevent recurrence.
- Communicate to educational partners (staff, families, board) how small numbers affect Dashboard ratings and what the actual data reflect.

2. Expand and Deepen MTSS Implementation: (See LCAP Goal 1, Action 2)

- Continue to systematize MTSS, ensuring consistent use of evidence-based interventions for both academic and behavioral needs.
- Monitor fidelity of Tier 1 supports and provide additional training for staff on proactive classroom management and positive behavior supports.

3. Continue to Invest in Restorative Practices (See LCAP Goal 1, Action 3)

- Continue to provide professional development led by ILT, on restorative justice, trauma-informed care, and empathic-mindset interventions, which have been shown to reduce suspensions and close discipline gaps.
- Reassign deans to work at single campus rather than across multiple sites.

4. Targeted Supports for High-Need Groups (See LCAP Goal 1, Action 2)

- Identify students who fall into multiple high-need categories and ensure they have access to Tier 2 and Tier 3 supports, including counseling, mentoring, and family outreach.
- Continue to implement calming corners/spaces in all classrooms with self-regulation tools.
- Monitor intervention outcomes and adjust supports as needed.

5. Family and Community Engagement: (See LCAP Goal 3, Actions 2 and 3)

- Continue to strengthen partnerships with families, particularly those from underrepresented groups, to co-develop discipline policies and intervention strategies.
- Continue to provide resources and workshops (through ongoing communication) for families on supporting positive behavior at home.

6. Middle School Leadership Development: Continue with Student Lighthouse Team to ensure representative membership from all student groups.

Progress on Chronic Absenteeism Indicator

Elevate School has made significant progress in reducing chronic absenteeism through systematic family engagement, MTSS, and student engagement initiatives. To maintain and accelerate progress in 2025-26, the school must continue and deepen these efforts, address persistent barriers, and ensure equitable access to interventions and supports for all students.

Strengths

- **Ongoing Family Engagement:** Elevate School has prioritized family engagement as a key strategy to reduce chronic absenteeism. The school has implemented regular communication with families, provided resources in multiple languages, and created opportunities for families to partner with the school in supporting student attendance (Source 1).
- **Strengthened MTSS Implementation:** Elevate School has systematized its Multi-Tiered System of Supports (MTSS) to ensure early identification of at-risk students and consistent application of evidence-based interventions for students with attendance challenges, particularly among English Learners (EL), Socioeconomically Disadvantaged (SED), and Students with Disabilities (SWD).
- **Professional Learning and Coaching:** Elevate School continues to provide professional learning opportunities and instructional coaching for teachers, focusing on engaging diverse learners and building positive relationships—both protective factors against absenteeism.

Actions Already Taken to Reduce Chronic Absenteeism

- **Regular Monitoring and Early Intervention:** The school has established systems for regular attendance monitoring, allowing staff to identify students at risk of chronic absenteeism early and intervene before patterns become entrenched.
- **Targeted Family Outreach:** Staff conduct outreach to families of students with high absenteeism, offering support, problem-solving barriers, and connecting families with resources.
- **Student Engagement Initiatives:** Elevate School has launched programs and activities to increase student engagement and foster a sense of belonging, including after-school clubs, mentoring, and positive attendance recognition.
- **Collaborative Problem-Solving Teams:** Elevate School utilizes attendance teams that meet regularly to review data, discuss individual student needs, and coordinate interventions across staff and support services.

Needs and Root Causes (Ongoing and Emerging)

- **Need for Consistency and Sustainability:** While actions have been effective, there is a need to sustain and deepen these efforts, ensuring all staff consistently apply attendance interventions and that successful strategies are institutionalized.

- Persistent Barriers for At-Risk Groups: Socioeconomic challenges, health issues, and family circumstances continue to impact attendance, particularly for SED, EL, and SWD students.
- Communication and Cultural Responsiveness: Some families remain hard to reach due to language, cultural differences, or lack of trust. Continued efforts are needed to build relationships and ensure all families understand the importance of attendance. Staff would benefit from enhanced training in culturally responsive behavioral support strategies, particularly for supporting African American students and Students with Disabilities.
- Data System Enhancements: Elevate School needs to further improve real-time data tracking and analysis to quickly identify trends and adjust interventions.

Resource Inequities

- Access to Tiered Supports: Not all students have equal access to Tier 2 and Tier 3 interventions such as counseling, home visits, or wraparound services.
- Technology and Communication Gaps: Some families lack reliable access to technology, limiting their ability to receive timely attendance communications or participate in virtual meetings.

Plan of Action for 2025-26 School Year:

A. Continue and Expand Family Engagement Initiatives: (See LCAP Goal 3, Actions 2 and 3)

- Maintain and expand multilingual communication and outreach.
- Offer more family workshops focused on overcoming attendance barriers and supporting student well-being.

B. Deepen MTSS and Data-Driven Practices: (See LCAP Goal 1, Action 3)

- Provide additional staff training on MTSS for attendance.
- Enhance real-time attendance tracking and early warning systems.

C. Sustain and Scale Student Engagement Programs: (See LCAP Goal 1, Action 2; and Goal 3, Action 1)

- Continue and expand after-school, mentoring, and recognition programs to foster belonging and motivation. See LCAP Goal 1, Action 3 – Leaders In Me Program

D. Strengthen Targeted Interventions: (See LCAP Goal 1, Action 3)

- Increase access to counseling, health, and mental health services for chronically absent students. See LCAP Goal 1, Action 3: (2) Counselors; and (3) Dean of Students
- Deepen partnerships with community organizations to address root causes such as transportation, housing, and health care.

E. Monitor and Adjust Interventions (See LCAP Goal 2, Action 2) – Leadership Team.

- Regularly review attendance data and intervention outcomes.
- Adjust strategies based on data and feedback from students, families, and staff.

Needs Assessment on 1st Year Students at Elevate School

Key Needs Identified

1. Transition Support: First-year students require targeted support as they adjust to Elevate's academic expectations, school culture, and routines. Many are new to the school's instructional approaches and may need additional orientation and ongoing guidance.
2. Academic Achievement Gaps: First-year students, especially those who are English Learners (EL), Socioeconomically Disadvantaged (SED), or Students with Disabilities (SWD), may enter with achievement gaps. There is a need for early assessment and differentiated instruction to address varied academic backgrounds.
3. Consistent MTSS Implementation: The school recognizes the importance of a systematized Multi-Tiered System of Supports (MTSS) to ensure all 1st year students receive timely, evidence-based interventions. Consistency in applying interventions is essential to support both academic and social-emotional needs.
4. Family Engagement: Engaging the families of 1st year students is critical for a successful transition and ongoing student success. Strengthened communication and collaboration with families helps build trust and supports student attendance, behavior, and achievement.
5. School Climate and Belonging: They benefit from a welcoming, inclusive environment that fosters a sense of belonging and safety. Positive school climate initiatives help reduce absenteeism and discipline issues among new students.

Actions/Supports in Place and Needed

- Orientation Programs: Structured orientation and onboarding for new students and their families.
- Early Assessment: Timely screening and progress monitoring to identify academic and social-emotional needs.
- Professional Learning: Ongoing teacher training and instructional coaching to support diverse learners and implement MTSS with fidelity.
- Family Outreach: Multilingual communication, family workshops, and regular check-ins to engage parents/guardians.
- Student Engagement: Activities, clubs, and mentoring to help 1st year students connect with peers and staff.

Elevate School has established effective systems and practices that support positive student behavior that provides a foundation for improvement. Elevate School's needs assessment for 1st year students highlights the importance of robust transition supports, targeted academic and social-emotional interventions, consistent MTSS application, proactive family engagement, and a positive, inclusive school climate. Continuing to strengthen these areas in 2025-26 will help ensure that all new students are set up for success from their first year at Elevate.

Learning Recovery Emergency Block Grant (LREBG) Funds

Elevate School will expend Learning Recovery and Emergency Block Grant funds on the following position based on findings from our comprehensive needs assessment, feedback from educational partners, and an analysis of multiple types of data (local, surveys, state) including the 2024 CA School Dashboard.

Learning Recovery Imperative: Elevate School has identified significant learning gaps resulting from the pandemic, military relocation, high student transiency, and other educational disruptions that require targeted intervention to accelerate student learning and close achievement gaps.

Data-Driven Evidence: The comprehensive needs assessment and multiple data sources demonstrate that students across all grade levels require tiered academic support beyond what can be provided through general classroom instruction alone. Universal screeners and ongoing assessments have identified specific populations of students needing intensive intervention services.

LREBG Funding Alignment: The Learning Recovery Emergency Block Grant (LREBG) provides \$150,000 specifically designated for addressing pandemic-related learning loss, making RtI Interventionists an appropriate and strategic use of these targeted funds. This funding source directly aligns with the interventionists' primary purpose of accelerating learning recovery for students who experienced educational disruptions.

Evidence-Based Intervention Strategy (ESSA Tier II): The RtI Interventionist model is supported by moderate evidence under ESSA Tier II standards, demonstrating effectiveness through peer-reviewed studies showing positive student outcomes when implemented with fidelity. Research indicates that trained intervention specialists providing targeted, systematic instruction in small group settings produce statistically significant improvements in academic achievement for students with learning gaps. The multi-tiered intervention approach has been validated through multiple randomized controlled trials and quasi-experimental studies, showing effect sizes ranging from 0.25 to 0.65 for students receiving intensive intervention services compared to control groups receiving standard instruction alone.

Comprehensive Tiered Support System: The RtI Interventionists will provide essential push-in and small group instruction as part of Elevate School's Multi-Tiered System of Supports (MTSS), working alongside paraprofessionals to deliver evidence-based interventions. Their services are critical for implementing the school's accelerated learning model designed to address learning gaps efficiently using research-validated instructional practices aligned with ESSA evidence standards.

42% Student Reach: With over 40% of the K-5 population already receiving some form of RtI intervention, the data clearly demonstrates substantial need for dedicated intervention staff to maintain and expand these essential services that are producing measurable academic growth for participating students.

The LREBG funding for Rtl Interventionists represents a targeted investment in learning recovery that directly addresses identified student needs while leveraging federal resources specifically allocated for pandemic-related educational support through evidence-based practices that meet ESSA Tier II requirements.

- Rtl Interventionists: \$150,000 (Goal 1, Action 2): Elevate School has identified the ELA and Math CAASPP Metrics #1 and #2 under LCAP Goal 1, to monitor the impact of this service.

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
Administrators/Principal	<p>Administrators/Instructional Leadership team participated in a series of meetings on the following dates: 1/22, 1/30, 2/5, 2/20, 2/26, 3/13, 3/25, 4/9, 5/1, 5/14</p> <p>Topics Discussed</p> <ul style="list-style-type: none"> • Overview of the LCAP and Strategic Plan • Student data analysis • Attendance monitoring protocols • Expanded Learning Opportunities Program (ELOP) implementation • Student support strategies • Staff training and professional support <p>Feedback Provided:</p> <ul style="list-style-type: none"> • Campus Alignment: Continue intentional efforts to bridge and align campuses, particularly regarding behavior expectations and academic consistency. • Attendance Interventions: Increase focus on not just monitoring attendance but also implementing effective interventions beyond phone calls and communications. • Math Instructional Support: Maintain and expand math instructional coaching and curriculum implementation, especially extending support to the youngest grades (K-2).

	<p>Administration actively engaged educational partners throughout the LCAP development process by facilitating regular meetings, sharing data, and soliciting feedback. The input received is directly informing ongoing efforts to align campuses, strengthen attendance interventions, and enhance instructional support, ensuring the LCAP reflects the community's priorities for 2025-26.</p>
Teachers	<p>Meeting Structure</p> <ul style="list-style-type: none"> • Instructional Leadership Team (ILT): 1st and 3rd Tuesdays of every month • Teacher Meetings: Biweekly <p>Topics Discussed</p> <ul style="list-style-type: none"> • Data analysis and student engagement • Focus on writing and math (including related professional development) • System and schedule improvement feedback • Grade level collaboration <p>Teacher Feedback Highlights</p> <ul style="list-style-type: none"> • January's PD on supporting student behavior was very well received. • Teachers appreciate learning from guest speakers and peer educators. • Small group PD rotations are especially beneficial. • Interest in visiting other school sites for new ideas. • Need for more vertical planning time across grade levels. <p>Feedback for Next Year</p> <ul style="list-style-type: none"> • Focus PD and collaboration on reading comprehension and informational text. • Implement after-school, teacher-led RTI (Response to Intervention) at the middle school campus. • Increase team-building opportunities outside of school. <p>Teachers are actively engaged in ongoing data-driven discussions, professional learning, and collaborative planning. Their feedback is shaping priorities for next year, with a focus on literacy, expanded intervention supports, and enhanced team cohesion.</p>

<p>Other School Personnel</p>	<p>Meeting Structure</p> <ul style="list-style-type: none"> • Campus Meetings: Monthly • RTI Staff Trainings: As needed • RTI Staff Meetings/Check-ins: Weekly <p>Topics Discussed</p> <ul style="list-style-type: none"> • RTI (Response to Intervention) group composition and intervention planning • Student progress monitoring and record maintenance • Training in assessment tools (Fountas & Pinnell, BPST, Sight Words) <p>Feedback Highlights</p> <ul style="list-style-type: none"> • Interventionists found the January behavior PD very helpful. • Desire for more opportunities for RTI staff to meet together across campuses. • Request to focus more on reading comprehension interventions next year. • Need for extra support in Kindergarten classrooms. • Suggestion to add more after-school academic programs. <p>Classified staff play a key role in student intervention and support. Their feedback emphasizes the value of targeted professional development, the need for more collaborative RTI planning time, a greater focus on reading comprehension, and expanded support for early grades and after-school programming. These insights are directly informing LCAP planning for 2025-26.</p>
<p>Students</p>	<p>Summary of EOY Student Survey Feedback (May 2025)</p> <p>Positive Feedback:</p> <ul style="list-style-type: none"> • Students value the close-knit, caring school community. • They appreciate supportive teachers and staff. • Diversity, inclusion, kindness, and uniqueness are frequently mentioned as important to their positive experience. • Community meetings, social events, and after-school clubs/sports are enjoyed.

	<ul style="list-style-type: none"> 85% of students feel they have at least two people at school they can turn to for help; 92% have at least one. <p>Critical Feedback:</p> <ul style="list-style-type: none"> Students want more and better school meal options. They request more time for lunch and a longer mid-day break (currently 30 minutes). There is a desire to change or eliminate the uniform policy. Requests for more field trips and additional leadership opportunities beyond the current options.
<p>Student Advisory Committee</p>	<p>Meeting Dates</p> <ul style="list-style-type: none"> 3/26, 4/24, 5/28 <p>Topics Discussed</p> <ul style="list-style-type: none"> Introduction to the Student Advisory Committee (SAC) Overview of the LCAP Student experience (“glows/grows”) <p>Student Feedback Highlights</p> <ul style="list-style-type: none"> Students feel teachers and staff are responsive and supportive. iReady homework lessons are time-consuming. The Leadership in Action course does not frequently use the 7 Habits framework. <p>Students appreciate the support they receive from staff and value opportunities to share their experiences. They identified areas for improvement, including the workload from i-Ready homework and a desire for more consistent use of leadership frameworks in their coursework. This feedback will help inform school planning and program adjustments for 2025-26.</p> <p>On 5/28/25: The Student Advisory Committee reviewed and approved the use of Title Funds, LREBG, and LCFF Funds as outlined on the 2025-26 LCAP; and submission to Elevate’s governing board for approval</p>

Meeting Dates

- 11/13/24, 2/5/25, 3/19/25, 6/4/25 (final meeting of the year; LCAP approval)

Topics Discussed

- School Safety Plan
- LCAP (Local Control and Accountability Plan)
- Family Engagement

Parent Feedback Highlights

- Parents recognize Elevate's active promotion of parent involvement and efforts to strengthen communication and collaboration.
- Some families expressed concerns about strict enforcement of the uniform policy.
- There is a desire for more community-building initiatives.
- Parents appreciate the new math curriculum but would like additional resources to support learning at home.
- Suggestion to change the day of the week the school newsletter is sent out.
- Parents support the use of attendance incentives.

Elevate's PAC plays a vital role in advising on school plans and fostering family engagement. Their feedback for 2025-26 centers on enhancing communication, building community, providing more at-home learning resources, and refining school policies and practices to better support families and students

On 6/4/25: The 2025-26 LCAP was reviewed and discussed, along with the use of Title Funds, LREBG, and LCFF Funds as outlined on the 2025-26 LCAP.

Feedback provided:

- Overall strong support for 25-26 LCAP goals, actions and metrics
- Multiple PAC members voiced appreciation for opportunity to be involved in meaningful way on the committee and that it resulted in deeper appreciation for the work of the school team
- When discussing attendance and chronic absenteeism, one parent noted that elements of middle school ISC work are extremely time consuming, even when student genuinely attempted to complete all aspects

Parent Advisory Committee (PAC)

	<ul style="list-style-type: none"> • Another parent noted increased ELOP activities and options and hopes to see continued growth in that area for students <p>The PAC approved the submission of Elevate’s 2025-26 LCAP to Elevate’s Governing Board.</p>
<p>English Learner Parent Advisory Committee (EL-PAC)</p>	<p>Meeting Dates</p> <ul style="list-style-type: none"> • 10/17, 1/16, 3/28 <p>Topics Discussed</p> <ul style="list-style-type: none"> • Initial ELPAC (English Language Proficiency Assessments for California) • Individualized learning goals for English Learners • LCAP (Local Control and Accountability Plan) • RFEP (Reclassification to Fluent English Proficient) • Parent surveys • Parent and student resources <p>Parent Feedback Highlights</p> <ul style="list-style-type: none"> • Parents appreciate the supports provided for English Learners. • There is a need to increase engagement and participation of more EL parents in committee activities. • Families expressed a desire for greater understanding of the EL program and its requirements. <p>EL-PAC meetings provided a forum for parents to learn about English Learner programs, assessments, and supports. Parents value the resources and assistance offered but would like more outreach to engage additional EL families and clearer communication about program expectations and requirements. This feedback will inform ongoing efforts to strengthen EL parent engagement and program transparency in the 2025-26 LCAP.</p>
<p>Parents including those representing Unduplicated Pupils & Students with Disabilities</p>	<p>Engagement Structure</p> <ul style="list-style-type: none"> • Parent Meetings: 9/13/24, 10/8/24, 11/1/24, 2/11/25, 3/15/25, 4/15/25 • Parent Surveys: Administered October 2024 and March 2025

Parent Meetings: Topics Discussed

- Expanded Learning Opportunities Programs (ELO-P)
- Importance of student attendance
- Support programs for Military families
- Behavioral health support for students and families

Parent Feedback Highlights

- Families want more opportunities to volunteer in classrooms.
- Interest in additional ways for working parents to connect and engage.
- Parents feel their voices are heard in school decisions.
- Families enjoy school social events and would like more in the future.
- High satisfaction with ELO-P opportunities for their children.

Parents are actively engaged through meetings and surveys, providing valuable input on enrichment, support programs, and school climate. Their feedback underscores the importance of volunteer opportunities, family connection events, and continued support for working families and military families. Parents appreciate current programs and feel included in the school community, guiding LCAP priorities for 2025-26.

Analysis of Parent Survey: - Key findings.

1. Reasons for Choosing Elevate

- The most common reasons parents selected Elevate for their children include:
 - Strong academic reputation
 - Smaller learning environment
 - Diverse student/family population
 - Leader in Me/7 Habits program
 - Commitment to serving military families

2. Academic and Community Climate

- **Academic Excellence:** 76 parents "Strongly Agree" that Elevate promotes academic excellence for all students, with 19 "Agree" and only isolated negative responses.
- **Leadership Opportunities:** 71 "Strongly Agree" that Elevate provides meaningful leadership opportunities, with 22 "Agree".
- **Creativity and Respect:** High marks for opportunities to express creativity and for staff treating students and parents with respect.
- **Cultural Inclusion:** The majority "Strongly Agree" or "Agree" that Elevate uses instructional materials reflecting multiple cultures and communicates the importance of respecting different cultural beliefs.

3. Student Experience

- **Enjoyment and Safety:** Most parents report their child enjoys school and feels safe, with "Strongly Agree" as the dominant response.
- **Connection and Instruction:** High levels of agreement that children feel connected at school and receive high-quality instruction and social-emotional support.
- **Intervention and Enrichment:** While most are satisfied, a few parents request more interventions for struggling students and enrichment for advanced learners.

4. Parent Engagement

- **Welcoming Environment:** Nearly all parents "Strongly Agree" that Elevate is welcoming to families.
- **Communication:** Parents feel well-informed via newsletters, teacher communications, and school websites. However, some note information overload or delayed responses to emails.
- **Opportunities for Input:** Most feel they can partner in their child's education, but some suggest more specific invitations for input and more opportunities for classroom volunteering.
- **Preferred Communication:** Parent Square (newsletter), direct teacher communications, and the school website are the most used channels. Preferences for meeting times vary, but evenings and in-person formats are common.

5. Middle School-Specific Concerns

- **Parent Involvement:** Some middle school parents report feeling less connected to the school community and would like more events and communications specifically designed for this age group. They also express a desire for meaningful opportunities to participate in classrooms and on campus. Additionally, families with younger children who cannot bring them to volunteer activities would appreciate more flexible options that allow them to be involved without needing to secure outside childcare

SELPA Administrator

Elevate School communicated with its SELPA via email with the school's LCAP – specifically the needs of Students with Disabilities (SWD).

Action Plan Overview:

The Special Education action plan centers on establishing and refining effective systems and procedures to support students with special needs. The school will use multiple data points—including student achievement, behavior, attendance, and feedback from staff and parents—to guide comprehensive review and continuous improvement of practices.

Strengths:

- A dedicated Special Education (SPED) team collaborates closely with general education teachers and staff, ensuring an integrated approach to student support.
- The team is committed to ongoing professional development, focusing on legal/procedural requirements, documentation, differentiated instruction, inclusive strategies, and behavior management.

Professional Development:

- SPED staff will participate in targeted PD sessions, including annual reviews and adjustments based on staff and parent input, to ensure up-to-date, evidence-based, and equitable practices.
- Training will include legal compliance, reporting, inclusive teaching, and positive behavior supports, in line with best practices and ethical standards.

Collaboration:

- Special Education and General Education teachers will work together to develop and implement consistent protocols for lesson modification, accommodations, and classroom support, fostering inclusive and supportive learning environments.
- Regular meetings and open communication will ensure alignment and responsiveness to student needs.

Continuous Improvement:

- The school will engage in ongoing data analysis and collaborative reflection, incorporating feedback from all stakeholders to refine systems and procedures.
- Annual review of PD and intervention strategies will ensure responsiveness to evolving needs and regulatory requirements.

Next Steps:

- Continue to prioritize inclusive, research-based practices and strengthen collaboration across all teams to best serve students with disabilities.

This approach ensures that Elevate’s Special Education program remains responsive, compliant, and focused on continuous improvement, with strong collaboration between SPED, general education staff, and families.

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

The development of the adopted 2025-26 LCAP Goals, actions, and metrics was shaped through consultation with our educational partners. We actively sought input and feedback from these stakeholders to ensure their perspectives were incorporated as follows:

- Strengthening School Climate & Engagement: See LCAP Goal 1, Action 3 – Leader In Me, Restorative Practices, Counselors (ES & MS); and (3) Dean of Students (one per school site)
- Instructional Support for Students Dean of Student Support, Rtl Interventionist, ELOP Programming– See LCAP Goal 1, Action 2
- Instructional Support for Teachers & Support Staff: Director of Instruction; Instructional Coaching – See LCAP Goal 2, Action 2
- Professional Development: See LCAP Goal 2, Action 2
- Attendance & Intervention: See LCAP Goal 1, Action 3
- Family & Community Engagement, communication and opportunities to volunteer: See LCAP Goal 3, Actions 2 and 3.
- Support for EL: See LCAP Goal 1, Action 4 – Dedicated ELD teacher; GLAD Professional Development, and implementation of Ellevation
- Support for SWD: See LCAP Goal 1, Action 5 – Support Staff including Behavior Interventionists
- Student Voice: See Goal 3, Action 1 – Implementation of Student Advisory Committee (SAC), Peace Patrol, Safety Team, Student Lighthouse Team, and student-led assemblies.

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 2 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			2024-25 ELA CAASPP		All Students: -3.3
			DFS		DFS			DFS	African American: -23.2
		All Students	+77.1	All Students	+73.8		All Students	+75	
		African American	+77.1	African American	+53.9		African American	+55	Hispanic: -10.4
		Hispanic	+63	Hispanic	+73.4		Hispanic	+74	White: -1.6
		White	+74.8	White	+73.2		White	+74	
		Two or More Races	+77.7	Two or More Races	+83.5		Two or More Races	>+75	Two or More Races: +5.8
		SED	58.7	SED	+48.2		SED	+49	SED: -10.5
		SWD	-8.8	SWD	+13.6		SWD	+14	SWD: +22.4

2	<p>CAASPP Math Assessment: Distance from Standard (DFS)</p> <p>Source: CA School Dashboard</p>	<p>2022-23 Math CAASPP</p> <p>DFS</p> <p>All Students +39.8</p> <p>African American +43.2</p> <p>Hispanic +28.7</p> <p>White +39.3</p> <p>Two or More Races +29.3</p> <p>SED +28</p> <p>SWD -41.4</p>	<p>2023-24 Math CAASPP</p> <p>DFS</p> <p>All Students +47.9</p> <p>African American +20.6</p> <p>Hispanic +39</p> <p>White +58.4</p> <p>Two or More Races +52.5</p> <p>SED +18.9</p> <p>SWD -12.4</p>		<p>2024-25 Math CAASPP</p> <p>DFS</p> <p>All Students +50</p> <p>African American +22</p> <p>Hispanic +40</p> <p>White +59</p> <p>Two or More Races +54</p> <p>SED +20</p> <p>SWD -11</p>	<p>All Students: +8.1</p> <p>African American: -22.6</p> <p>Hispanic: +10.3</p> <p>White: +19.1</p> <p>Two or More Races: +23.2</p> <p>SED: -9.1</p> <p>SWD: +29</p>
3	<p>% Proficient CAST</p> <p>Source: CA School Dashboard</p>	<p>2022-23 CAST</p> <p>%</p> <p>All Students 57.1%</p> <p>Hispanic 59.5%</p> <p>White 57.6%</p> <p>SED 51.4%</p> <p>Source: CAASPP</p>	<p>2023-24 CAST</p> <p>DFS</p> <p>All Students +5.8</p> <p>White +5.8</p> <p>SED -1.5</p>		<p>2023-24 CAST</p> <p>DFS</p> <p>All Students +6</p> <p>White +6</p> <p>SED 0</p>	<p>All Students: +9.9%</p> <p>White: +12.1%</p> <p>SED: +2.3%</p> <p>* Comparison 2022-23 vs 2023-24 (% met or exceeded standards)</p>
4	<p>% EL who made progress towards English Language Proficiency</p> <p>Source: ELPI – CA School Dashboard</p>	<p>60%</p> <p>Source: 2023 Dashboard</p>	<p>62.1%</p> <p>Source: 2024 Dashboard</p>		<p>65%</p>	<p>+2.1%</p>
5	<p>% students English Language Proficiency for Summative ELPAC</p> <p>Source: ELPAC website</p>	<p>2022-23: 44.83%</p>	<p>2023-24: 47.06%</p>		<p>2024-25: 50%</p>	<p>+2.23%</p>
6	<p>Reclassification Rate</p> <p>Source: Dataquest</p>	<p>2022-23: 6.1%</p>	<p>2023-24: 9.76%</p>		<p>2024-25: 6.4%</p>	<p>+3.66%</p>
7	<p>Attendance Rate</p> <p>Source: CALPADS</p>	<p>2022-23: 95%</p>	<p>2023-24: 95.34%</p>		<p>2024-25: >95%</p>	<p>+0.34%</p>

8	Chronic Absenteeism Rates Source: Dataquest	2022-23: Chronic Absenteeism 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%	2023-24: Chronic Absenteeism Rate All Students 7.0% African American 4.6% Hispanic 11.4% White 6.5% Two or More Races 6.6% EL 10.0% SED 6.3% SWD 6.3%		2024-25 Chronic Absenteeism Rate All Students 8.0% African American 7.0% Hispanic 13.0% White 7.0% Two or More Races 9.0% EL 6.0% SED 9.0% SWD 11.0%	All Students: -3.6% African American: -1.9% Hispanic: -10.3% White: -2.7% Two or More Races: -3.2% EL: -1.4% SED: -4.2% SWD: -7%
9	Middle School Dropout Rates Source: CALPADS	2022-23: 0%	2023-24: 0%		2024-25: 0%	0%
10	Suspension Rate Source: Dataquest	2022-23: Suspension Rate All Students 0.8% African American 0.0% Hispanic 1.7% White 0.6% Two or More Races 0.0% EL 0.0% SED 0.9% SWD 0.0%	2023-24: Suspension Rate All Students 0.8% African American 1.1% Hispanic 0.8% White 0.0% Two or More Races 2.7% EL 2.4% SED 1.3% SWD 2.5%		2024-25 Suspension Rate All Students 1.1% African American 3.8% Hispanic 0.8% White 0.0% Two or More Races 0.0% EL 0.0% SED 0.7% SWD 1.4%	All Students: 0% African American: +1.1% Hispanic: -0.9% White: -0.6% Two or More Races: +2.7% EL: +2.4% SED: +0.4% SWD: +2.5%
11	Expulsion Rate Source: Dataquest	2022-23: 0%	2023-24: 0%		2024-25: 0%	0%
12	% students participating in elective course or enrichment. Source: Master Schedule CALPADS	2023-24: 100%	2024-25: 100%		2025-26: 100%	0%
13	% students participating in in	2022-23: 100%	2023-24: 82%		2024-25: 100%	-18%

	all 5 Components of the 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%		2024-25: 100%	+6%

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.

Action 1: This action has been fully implemented with modifications. This school year, Achieve 3000 was utilized for students in grades 3-5. Instead, Newsela was utilized for students in grades 6-8, because it aligns to the History Academic Content Standards. Newsela does not provide level set. Students referred to SST were assessed with more frequency to measure and monitor progress and ensure appropriate, targeted, and effective interventions are provided on a timely basis to improve and accelerate student academic growth. New this year, is the expansion on the use of Educlimber tools to record incident reports, collecting data on student behavior which is used for progress monitoring of PBIS. Educlimber

offers a valuable feature “point sheet,” that allows our team to set goals for student behavior, the collection of data to assess and identify trends and measure growth over time.

Action 2: This action has been partially implemented with modifications. Rtl afterschool services for grades 6-8 started in January 2025 due to the need to coordinate staff schedules. Rtl is provided through small groups with a teacher and support staff. The School Counselor and Dean continue to communicate with students identified for Rtl and their families to ensure participation in afterschool Rtl to improve student academic outcomes. For grades K-5, Rtl is provided during the instructional day. Educlimber is used to monitor the progress of students in Rtl. Students are demonstrating growth.

This year we added Tier 3 intervention groups for identified students in the SST. The MTSS Coordinator is collaborating with the ELOP Coordinator to ensure Rtl services are provided to identified students focusing on ELA. Student performance on iReady assessment was used to identify students for Rtl, and the focus skill is on vocabulary and literature comprehension, that is retaught using iReady resources.

Action 3: This action has been fully implemented. This year we implemented attendance incentives to improve daily attendance and reduce chronic absenteeism rates. To date, chronic absenteeism rates are 7%. The Deans are meeting with families of students at risk for chronic absenteeism, with the Hispanic student group having the highest rates without improvement. Over half of chronically absent students are in middle school grades, even though that comprises only a third of our student body. Therefore, the MTSS Team including the Dean and Counselor meet monthly (First Friday) to review attendance data, identify student barriers to attendance, develop incentive plans and next steps to improve student attendance and engagement.

Action 4: This action has been fully implemented. This is the initial year of implementing Ellevation EL Program management.

The designated ELD teacher utilizes the lessons and graphic organizers provided by Ellevation; including the data tracking tool to measure, monitor EL growth and progress. EL students receive Rtl via the after-school program which started January 2025, focusing on targeted language needs. Our teachers continue to receive training on GLAD strategies provided by SDCOE.

Action 5: This action has been fully implemented. The Education Specialists participate in trainings provided by the SELPA throughout the year. An additional Education Specialist was added to reduce caseloads. Education Specialist are assigned across three campuses.

This year, the Lead Education Specialist is receiving Coaching support from a consultant. The roles and responsibilities for Paraeducators were revised and clarified resulting in increased consistency and quality of services provided to SWD. These changes have resulted in assisting general education teachers with addressing SWD with challenging behavioral issues.

Action 6: This action has been fully implemented. All students have access to and are enrolled in Art and STEAM courses.

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.

The following actions under Goal 1 showed significant variances between budgeted and actual spending:

- Action 4 - Ellevation for English Learners: The total costs for the Ellevation program were significantly lower than projected, resulting in actual expenses below the budgeted amount.
- Action 6 - Art Teacher Position: The Art teacher resigned during the year, resulting in actual expenses below the budgeted amount due to the vacant position.

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

Action 1: Overall, Goal 1, Action 1 has been effective in making progress toward its intended outcomes. The action has strengthened MTSS implementation, increased use of data to inform instruction and interventions, and improved professional practice among educators. However, continued focus on consistency, early intervention, and targeted supports for the most vulnerable student groups will be essential to sustain and accelerate progress in the coming year.

Action 2: The RTI program demonstrates broad reach with 42% of the K-5 population receiving intervention services in ELA, Math, or both. Students participating in RTI showed substantial growth, with those scoring at or above grade level in reading increasing from 15% at beginning of year to 52% at midyear, representing a 37-percentage point gain. Similarly, math performance among RTI participants improved from 7.1% to 32.5% at or above grade level, a 25.4 percentage point increase. Additionally, the program has resulted in fewer students requiring special education assessments due to improved data analysis and parent communication.

Concerns for SED Student Group: Despite these overall gains, CAASPP data reveals troubling performance trends for SED students that contradict the RTI program's reported success. In ELA, SED students experienced a 10.5-point decline in Distance from Standard compared to the previous year, indicating worsening performance. Mathematics showed similar concerns with SED students declining 9.1 points in Distance from Standard. These declines stand in stark contrast to other demographic groups, such as Students with Disabilities, who showed significant improvements of 22.4 points in ELA and 29 points in Math.

Implementation Barriers: Several implementation challenges may be contributing to these mixed results. The coordination of multiple schedules delayed establishment of grades 6-8 RTI programming until second semester, resulting in only partial implementation for middle school students. Additionally, the transition from Achieve 3000 to Newsela for grades 6-8 may have disrupted instructional continuity during this critical period.

Assessment of Effectiveness: While the RTI program shows promise for students who actively participate, the declining CAASPP performance among SED students suggests that current interventions are insufficient to address the specific needs of this population. The dramatic improvements demonstrated by Students with Disabilities indicate that intensive, targeted support strategies can be highly effective when properly implemented. This success model suggests that SED students may require similarly focused and intensive interventions to reverse their declining academic performance and achieve equitable outcomes across all student groups.

Action 3: This action shows **moderate effectiveness** in making progress toward the goal, with notable improvements in chronic absenteeism rates across multiple student groups.

Significant Attendance Improvements: The school has achieved substantial reductions in chronic absenteeism rates across key demographics. Overall chronic absenteeism declined from 10.6% to 7%, representing a 3.6 percentage point improvement. English Learners experienced a decrease from 11.4% to 10%, while Socioeconomically Disadvantaged students showed the most dramatic improvement, declining from 10.5% in 2022-23 to 6.3% in 2023-24, a reduction of over 4 percentage points.

Effective Attendance Strategies: The comprehensive attendance incentive program has demonstrated measurable impact beyond creating student excitement. Class scoreboards tracking days with minimal absences, combined with tiered rewards including pizza parties, ice cream celebrations, free dress days, and Golden Eagle merchandise, have contributed to these improvements. The targeted approach for chronically absent students proved particularly effective, with 70% of identified students meeting attendance goals during the October focus period.

Persistent Challenges with Hispanic Student Group: Despite overall improvements, the Hispanic/Latino student group continues to present challenges with chronic absenteeism rates remaining at 11.4% at midyear, similar to the previous year's end-of-year data. This suggests that while broad-based interventions have been successful across other demographics, this specific population requires more targeted approaches to address the underlying factors identified in the root cause analysis, including sibling attendance dependencies, medical fragility, and appointment scheduling patterns.

Social-Emotional Learning Progress: The social-emotional components show positive implementation with the new middle school counselor incorporating consistent SEL lessons using Leader in Me language during weekly Leadership in Action courses. Staff report increased capacity to address challenging behaviors, though persistent behavioral issues indicate ongoing need for systematic approaches.

Assessment of Effectiveness: The action demonstrates strong effectiveness in reducing chronic absenteeism for most student groups, with particularly impressive gains among SED students. However, the persistent challenges with the Hispanic student group that triggered the original RED performance rating indicate that while current strategies are broadly successful, more culturally responsive and individualized interventions may be necessary to achieve equitable outcomes across all demographic groups. The overall positive trend suggests the foundational approaches are sound but require refinement for specific populations.

Action 4: This action shows strong effectiveness in making progress toward the goal, with consistent improvements across multiple measures of English Learner achievement and language acquisition.

English Language Proficiency Growth: The action demonstrates substantial effectiveness in supporting English Learners' language development. The percentage of EL students making progress towards English Language Proficiency increased from 60% baseline to 62.1%, exceeding the target of 62%. Additionally, the percentage of students achieving English Language Proficiency on the Summative ELPAC improved from 44.83% in 2022-23 to 47.06% in 2023-24, representing a 2.23 percentage point gain that surpassed the target of 46%.

Reclassification Success: The reclassification rate shows particularly strong improvement, increasing from 6.1% in 2022-23 to 9.76% in 2023-24, a gain of 3.66 percentage points. This substantial increase indicates that the comprehensive EL support system is effectively moving students toward English proficiency and academic success, enabling them to exit EL status at an accelerated rate.

Academic Achievement in Core Subjects: English Learners participating in RTI interventions demonstrated significant academic growth in both reading and mathematics. In reading, EL students scoring at or above grade level increased from 16.1% (5 of 31 students) at beginning of year to 37.5% (12 of 32 students) at midyear. Mathematics showed even more dramatic improvement, with EL students at or above grade level increasing from 9.7% (3 of 31 students) to 40.6% (13 of 32 students), representing substantial gains in core academic areas.

Programmatic Implementation Strengths: The ELD teacher has successfully implemented individualized learning goals for each EL student centered around specific EL standards growth needed for level advancement. The utilization of Ellevation for lessons, graphic organizers, data tracking, and monitoring student readiness for reclassification has created a systematic approach to EL support. The continuation of GLAD training for additional teaching teams has expanded capacity for supporting multilingual learners across the school.

Implementation Challenges: Some implementation barriers have emerged, including delays in establishing ELD support within the after-school program and ongoing challenges with accurate EL reporting information in iReady assessment systems. These technical and logistical issues may be limiting the full potential impact of the interventions.

Assessment of Effectiveness: Action 4 demonstrates high effectiveness in advancing English Learner outcomes across multiple domains including language proficiency, reclassification rates, and core academic achievement. The systematic approach using Ellevation, individualized goal setting, and targeted RTI interventions has created a comprehensive support system that is producing measurable results. The strong performance gains suggest that current strategies are well-aligned with EL student needs and should be maintained and expanded to address remaining implementation challenges.

Action 5: This action shows **strong effectiveness** in making progress toward the goal, with significant improvements in both academic achievement and program infrastructure for Students with Disabilities.

Exceptional Academic Growth: Students with Disabilities demonstrated remarkable academic progress across both ELA and mathematics assessments. In CAASPP ELA, SWD students showed a substantial 22.4-point improvement in Distance from Standard, representing one of the largest gains among all demographic groups. Mathematics performance was even more impressive, with SWD students achieving a 29-point improvement in Distance from Standard, indicating significant progress toward grade-level proficiency.

RTI Program Success for SWD: Students with Disabilities participating in RTI interventions showed consistent academic growth in both core subject areas. In reading, SWD students scoring at or above grade level increased from 29.9% (20 of 67 students) at beginning of year to 39.4% (26 of 66 students) at midyear. Mathematics achievement showed similar improvement, with students at or above grade level increasing from 22.4% (15 of 67 students) to 33.8% (23 of 68 students), demonstrating the effectiveness of targeted interventions for this population.

Enhanced Staffing and Service Delivery: The action's effectiveness is supported by significant infrastructure improvements, including the hiring of 3.5 Education Specialists to serve 70 students with IEPs. The three middle school SPED support staff have clarified their roles to ensure comprehensive student services, while ongoing SELPA trainings have improved alignment and consistency across the special education team. The Lead Education Specialist has received additional consultant support, strengthening program leadership and quality.

Improved Program Quality and Consistency: Staff report increased consistency and quality of services provided to students with IEPs, along with enhanced team capacity to address challenging behaviors. The Lead Education Specialist has been particularly effective in building and supporting the SPED team, creating a more cohesive and responsive service delivery model.

Implementation Challenges: The primary challenge has been the learning curve for Education Specialists as they develop understanding of their roles while simultaneously serving students and participating in required SELPA training programs. This dual demand of service delivery and professional development has created some initial implementation strain.

Assessment of Effectiveness: Action 5 demonstrates exceptional effectiveness in supporting Students with Disabilities, evidenced by the dramatic academic gains that exceed performance improvements seen in other demographic groups. The combination of increased staffing enhanced professional development, improved service consistency, and targeted RTI interventions has created a comprehensive support system that is producing measurable results. The substantial CAASPP improvements and RTI growth data indicate that current strategies are highly effective and should be maintained while continuing to address the professional development needs of new staff members.

Action 6: This action shows **strong effectiveness** in achieving comprehensive curriculum access for all students.

Implementation Success: The action achieved full implementation with 100% of students participating in elective courses or enrichment activities, maintaining the established target. All students receive the required broad course of study including core subjects plus Art and STEAM courses during the instructional day.

Program Stability Despite Staffing Changes: After the original art teacher departed mid-year, we successfully hired a replacement who has integrated effectively and is building out the art program. The Art Program Assistant provided crucial continuity, transitioning from volunteer to formal staff member to anchor the program during the transition.

Comprehensive Access Structure: Grades K-5 receive weekly art instruction while grades 6-8 access art as a four-times-per-week elective option, ensuring equitable access across all grade levels with developmentally appropriate scheduling.

Assessment of Effectiveness: Action 6 demonstrates strong effectiveness through sustained 100% student participation rates and successful recovery from staffing challenges. The reconfigured staffing model provides program stability, and student excitement indicates positive engagement outcomes. The action successfully maintains comprehensive curriculum access as intended.

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.

Based on reflections on prior practice, **no changes will be made to Goal 1**, as the comprehensive educational program continues to demonstrate effectiveness across student populations.

Metric Alignment Adjustment: The CA Science Test (CAST) metric will be revised from percentage of students meeting standards to Distance from Standard (DFS) to align with CA School Dashboard reporting, following State Board approval. Current baseline data shows positive growth: All Students 9.9%, White students 12.1%, and SED students 2.3%.

LCAP Structure Continuity: Elevate School will continue developing a one-year LCAP with one-year outcomes, as this approach is allowable for Charter Schools and supports responsive annual planning.

All Goal 1 actions will continue with some modifications as part of our school's ongoing schoolwide improvement cycle; needs assessment findings, use of Title funds, LCFF S&C, and LREBG funds.

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	MEASURING STUDENT PROGRESS – ASSESSMENTS	<p>Elevate School utilizes a comprehensive suite of academic screeners and benchmark assessments to establish baseline performance, identify learning gaps, monitor student progress, and set annual growth targets.</p> <p>Assessment Tools and Schedule:</p> <ul style="list-style-type: none"> • iReady Reading and Math (K-8): Administered three times per year for diagnostic data and progress monitoring. • Illuminate Benchmark Assessments (1-8): Assess student understanding of core content standards. • Illustrative Math Unit Tests (K-8): Used throughout each math unit to assess mastery of mathematical concepts and inform instruction. • Fountas & Pinnell Benchmark Assessments (K-5): Evaluate reading levels and guide instruction. • BPST (K-5): Assess phonics and decoding skills. • Sight Words (K-2): Measure early literacy and word recognition. • Achieve 3000 Level Set – Lexile (3-5): Assess reading comprehension and track Lexile growth. • Writing Benchmarks: Administered four times per year to monitor writing development. <p>Data Integration and Analysis: Educlimber serves as an interactive platform to consolidate whole-child data, including assessment results, intervention tracking, and progress monitoring. This system supports collaboration, effectiveness reporting,</p>	\$45,246	N

		<p>early warning identification, and strengthens Multi-Tiered System of Supports (MTSS) implementation.</p> <p>Instructional Leadership and Data-Driven Decisions: The Instructional Leadership Team regularly reviews and analyzes assessment data to inform instructional practices and professional learning priorities.</p> <p>Assessment Quality and Instructional Impact: The State Board of Education has approved i-Ready Assessments as a verified data source. i-Ready offers comprehensive diagnostic assessments and personalized instruction, providing educators with actionable insights into each student's strengths and areas for growth. Its user-friendly dashboards and tailored online lessons support differentiated instruction, helping accelerate student progress and ensuring that instructional strategies are responsive to individual needs.</p>		
2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	<p>Elevate School will implement a comprehensive, tiered support system to accelerate student learning and close achievement gaps resulting from the pandemic, military relocation, high transiency, and other educational disruptions.</p> <p>Key Components of the Tiered Support System: The Dean of Students, a new position funded by Title I (\$88,883) and LCFF Base (\$6,748), will lead the Multi-Tiered System of Supports (MTSS) to ensure students receive the necessary interventions to improve outcomes. This role involves analyzing student data to drive informed decision-making and maximizing support systems to enhance student achievement. The Dean will also provide coaching for Interventionists, lead professional learning, as needed, to equip all educators and support staff with the skills to deliver targeted, tiered interventions, and monitor student progress to evaluate program effectiveness.</p> <ul style="list-style-type: none"> • Tiered Intervention: Identified students will receive targeted academic support from RtI interventionists (Funded with LREBG \$150,000; and LCFF Base) and paraprofessionals through push-in and small group instruction. 	\$622,583	N

		<p>Student identification and progress monitoring will be based on universal screeners and ongoing assessment data.</p> <ul style="list-style-type: none"> Accelerated Learning Model: Elevate will continue to use an accelerated learning approach, focusing on high-impact instructional strategies and flexible pacing to address learning gaps efficiently. Supplemental Literacy Intervention: All students in grades TK-5 will have access to Achieve 3000, a research-based online literacy program that builds foundational reading and writing skills. Achieve 3000 provides differentiated nonfiction content and systematic progress monitoring, supporting accelerated literacy growth for students at all levels. Expanded Learning Opportunities: The after-school RtI program will be piloted for students in grades 2-5 to provide additional intervention support. Elevate will continue to offer expanded learning opportunities, including after-school academic and social enrichment, summer programming, and ELOP Intercession camps in November, December, April, and June, with priority access for low-income and foster youth (ELO-P funded). After-school RtI will also be offered in conjunction with Attendance Recovery to support both academic progress and improved attendance. Middle School and Special Education Supports: In middle school, a portion of the Leadership in Action course will be dedicated to RtI and SPED services, delivered through pull-out small group instruction during rotations. Specialized Academic Instruction (SAI) staff will continue to provide support during core subjects, ensuring students with disabilities receive appropriate modifications and accommodations. 		
3	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	In the 2023 CA School Dashboard, Elevate School received a RED performance level for the Chronic Absenteeism Indicator for the Hispanic student group. By 2024, the performance level improved to yellow, yet the chronic absenteeism rate for Hispanic students increased from 16.7% to	\$600,137	Y

21.7%. A needs assessment and root cause analysis by the Leadership Team found no consistent patterns but identified that absenteeism was often linked to family circumstances (e.g., siblings absent together, medically fragile students, medical appointments).

Elevate School will implement the following actions:

Family Engagement and Communication: At the start of the year, the Leadership Team will proactively communicate with families about the importance of daily attendance and its impact on student achievement. Case managers will connect directly with families who have a history of chronic absenteeism or are identified as at-risk, ensuring ongoing support and communication.

Attendance Incentives and Policy: Schoolwide attendance incentives and contests will be implemented to engage the entire school community, alongside regular communication with families about attendance expectations. Elevate School's attendance policy will be strengthened and clearly communicated to staff, families, and students. A School Attendance Team, established in January 2025, will continue meeting to identify and implement campus-specific interventions for students and families.

Designated Attendance Monitors: Beginning in 2025-26, Elevate will assign a designated staff member at each campus (in addition to the Dean) responsible for weekly attendance monitoring and leading student and family engagement efforts.

Social-Emotional and Behavioral Supports: Elevate is committed to supporting the mental health and behavioral needs of all students. The Dean of Students will lead the implementation of restorative practices and social-emotional learning (SEL) schoolwide, coordinate the Student Lighthouse Team to promote positive school culture, and oversee the MTSS framework and de-escalation strategies for behavioral issues. The Dean will also provide instructional coaching to ensure consistent classroom management and use of EduClimber for behavior intervention tracking.

Counseling and SEL: Counselors will lead the Leader in Me program and deliver SEL lessons, provide counseling services, and collaborate with the Dean and MTSS Coordinator using EduClimber data. All staff will be

		<p>trained in Leader in Me to build leadership and life skills, foster a high-trust culture, and support academic achievement.</p> <p>Targeted Attendance Interventions: Elevate recognizes a few common threads among chronically absent students and will tailor interventions accordingly. After revising staff responsibilities, each campus will have a dedicated attendance lead to ensure timely intervention and family engagement.</p> <p>Community Partnerships: Elevate will continue partnerships with community agencies to provide suicide prevention programs (especially at the middle school) and parent resources such as Brightlife Kids.</p> <p>This comprehensive, data-driven approach ensures that social-emotional and behavioral needs are addressed alongside chronic absenteeism, with a strong focus on family engagement, targeted intervention, and a positive, supportive school climate</p>		
4	STRENGTHENING EL PROGRAM & SERVICES	<p>In the 2025-26 school year, Elevate School will enhance support for English Learners (ELs) by providing each student with an individualized, ELD standards-aligned plan. Parents will receive a report on their child's ELD progress with each report card, and ELD standards will be shared with families of EL-designated students to foster understanding of learning goals and expectations.</p> <p>A credentialed ELD teacher will deliver rigorous designated ELD instruction and tiered interventions, including small group and individualized support tailored to student needs. English Learners, especially Long-Term English Learners (LTELs), will be prioritized for after-school tutoring through the Expanded Learning Opportunities Program (ELOP) to further accelerate English language proficiency.</p> <p>To strengthen program management and progress monitoring, Elevate will implement Ellevation, a comprehensive platform that supports supplemental ELD programming, ELPAC/ELPI score analysis, ongoing monitoring of EL and RFEP progress, reclassification workflows, and instructional planning.</p> <p>Teachers will continue to receive GLAD (Guided Language Acquisition Design) training, and the Instructional Leadership Team will provide</p>	\$144,711	N

		ongoing instructional coaching to ensure staff are equipped with effective, research-based strategies for supporting English Learners in every classroom. This comprehensive approach ensures individualized, standards-aligned support for each EL, keeps families informed and engaged, and builds teacher capacity to promote language acquisition and academic success.		
5	SERVICES TO SUPPORT SWD	<p>Elevate School's Special Education action plan focuses on establishing and refining effective systems and procedures to meet the diverse needs of students with disabilities. The team will use multiple data sources—such as student achievement, behavior, attendance, and feedback from staff and families—to guide comprehensive review and continuous improvement of services.</p> <p>A dedicated Special Education (SPED) team collaborates closely with general education teachers to ensure students receive individualized, research-based instruction and support in both inclusive and specialized settings. This collaboration includes co-planning lessons, modifying curriculum, implementing accommodations, and providing targeted interventions, all designed to maximize student growth and inclusion.</p> <p>Ongoing professional development is a cornerstone of the plan. The SPED team will participate in targeted PD on legal and procedural requirements, documentation, differentiated instruction, inclusive teaching strategies, and behavior management. Professional learning will be reviewed and adapted annually based on staff and parent input, ensuring the team remains current with best practices and regulatory changes.</p> <p>Consistent protocols will be maintained for IEP development, implementation, and progress monitoring, with quality assurance checks to ensure compliance and responsiveness to each student's unique needs. Frequent assessment and feedback loops will be built in, enabling staff to monitor individual progress and adjust supports as needed.</p> <p>Family engagement is prioritized through regular communication, progress updates, and opportunities for collaboration in goal setting and support planning. By involving families, Elevate ensures a holistic, consistent approach to meeting student needs at school and at home.</p>	\$899,518	N

		<p>Through these systems, Elevate School is committed to providing inclusive, equitable, and effective services for students with disabilities, supporting their academic, behavioral, and social-emotional growth. Ongoing collaboration, data analysis, and stakeholder input will ensure that services remain responsive and continuously improve to meet the needs of all SWD.</p>		
6	BROAD COURSE OF STUDY	<p>Elevate School ensures that all students, including English Learners, Socioeconomically Disadvantaged students, Foster Youth, and Students with Disabilities, have full access to a broad and rigorous course of study that meets or exceeds California state standards.</p> <p>All students in grades K-8 participate in a comprehensive curriculum that includes English Language Arts, Mathematics, Science (aligned to NGSS), Social Studies, Visual and Performing Arts, Physical Education, and Health. In addition, students have access to STEAM (Grades 2-8), Art (Grades K-5), Art electives (Grades 6-8), and STEAM electives (Grades 6-8). Technology is integrated throughout the curriculum, and every student is provided with age-appropriate devices to support digital literacy and learning.</p> <p>Instruction is aligned with state content standards and incorporates Universal Design for Learning (UDL) and Multi-Tiered System of Supports (MTSS) to ensure equity and access for all learners. Teachers collaborate regularly across grade levels and campuses to align curriculum, instructional materials, and assessment practices. Specialized supports, modifications, and accommodations are provided as needed so that all students, including those with disabilities and English Learners, can fully participate in every subject area.</p> <p>Elevate's master schedule and course offerings are reviewed annually to ensure that every student continues to have access to a comprehensive, engaging, and standards-aligned educational program that prepares them for future academic and career success</p>	\$364,185	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 2 Outcome	Current Difference from Baseline
15	% teachers – fully credentialed & appropriately assigned. Source: CDE TAMO	2021-22: 84.7%	2022-23: 88.4%		2023-24: 91.2%	+3.7%
16	% students with access to standards-aligned materials. Source: Textbook Inventory/classroom observations	2023-24: 100%	2024-25: 100%		2025-26: 100%	0%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 2 Outcome	Current Difference from Baseline
17	<p>Implementation of the State Academic content & 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><u>2023-24</u></p> <p>ELA: 5 ELD: 4 Math: 5 Social Science: 5 Science: 5 CTE: NA Health: 4 PE: 5 VAPA: 5 World Language: N/A</p>	<p><u>2024-25</u></p> <p>ELA: 5 ELD: 5 Math: 5 Social Science: 5 Science: 5 CTE: NA Health: 4 PE: 4 VAPA: 4 World Language: NA</p>		<p><u>2025-26:</u></p> <p>ELA: 5 ELD: 5 Math: 5 Social Science: 5 Science: 5 CTE: NA Health: 4 PE: 5 VAPA: 4 World Language: NA</p>	<p>ELA: 0 ELD: +1 Math: 0 Social Science: 0 Science: 0 CTE: NA Health: 0 PE: -1 VAPA: -1 World Language: NA</p>

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.

Action 1: This action has been fully implemented. All teaching positions were filled prior to the start of the school year. Currently, two teachers are on maternity leave and substitute teachers with teaching credentials are filling the vacancy.

Action 2: This action has been fully implemented. The Math Instructional Coach (Consultant) is providing coaching cycles to educators teaching grades 3-5 with the recent implementation of Illustrative Math curriculum. In the 2023-24 school year, coaching was focused on math teachers for grades 6-8; and for the 2025-26 school year coaching will focus on educators teaching grades K-2. Summer planning took place with middle school Humanities and Science teachers.

Additionally, the Writing Instructional Coach (Consultant) is coaching all teachers on “Writing to learn,” rather than “Learning to write.” The focus this year is on narrative writing across all disciplines, utilizing mentor texts, rubric grading and grade level alignment. We completed the Fall Safe Practice Cycle where classroom teachers received observation feedback from Deans and peers.

Action 3: This action has been fully implemented. Additional Illustrative Math Workbooks were purchased this year for grades 3-8.

Action 4: This action has been fully implemented. In addition, iPad class set were purchased for Kindergarten. Elevate has implemented a 1:1 student to device ratio.

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.

Estimated actual expenditures were consistent with budgeted amounts, with no material differences identified.

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

Action 1: This action shows **strong effectiveness** in maintaining educational program stability.

Staffing Success and Continuity: The action achieved full implementation by staffing two maternity leave positions with credentialed long-term substitutes, ensuring instructional continuity while supporting staff needs. This strategic approach avoided reliance on rotating daily substitutes and maintained program quality.

Enhanced Leadership Capacity: The Instructional Leadership Team has increased ownership in facilitating professional learning in both whole-team and Professional Learning Community contexts, building internal capacity and reducing dependence on external facilitators.

Comprehensive Program Support: Our school maintains an Executive Director and appropriately credentialed teachers across grades K-8 for all core subjects, providing 176 instructional days with eight summer professional development days plus ongoing weekly training.

Assessment of Effectiveness: Action 1 demonstrates strong effectiveness through strategic staffing that balances employee support with educational continuity. The successful placement of credentialed substitutes and enhanced leadership team capacity indicate sustainable systems that effectively support ongoing program delivery and quality instruction.

Action 2: This action shows **strong effectiveness** in building educator capacity and improving student outcomes.

Comprehensive Professional Learning Implementation: The action achieved full implementation with intensive Special Education team training through SELPA programs and consultant support. The Math Coach expanded services to grades 3-5 while maintaining middle school support, and schoolwide writing emphasis using mentor texts and rubric grading strengthened instruction across grade levels.

Measurable Student Achievement Results: Professional development produced concrete outcomes including higher math test scores earlier in the year and Students with Disabilities meeting proficiency on math unit exams. Teachers participating in coaching cycles show consistent growth in instructional practices and classroom management following the completed Fall Safe Practice Cycle.

Leadership Capacity Building: Both administrators are actively clearing credentials with Sara completing campus visits and Lindsey working on an RTI-focused Capstone Project, strengthening organizational leadership capacity.

Implementation Challenges: Persistent challenging student behaviors and reduced Humanities instructional time due to scheduling changes continue despite increased behavioral intervention capacity.

Assessment of Effectiveness Action 2 demonstrates strong effectiveness through measurable student math performance improvements, successful coaching cycle implementation, and enhanced organizational capacity. The systematic professional development approach is producing concrete results in both educator growth and student achievement.

Action 3: This action shows **strong effectiveness** in supporting student learning through strategic curriculum resource investments.

Strategic Curriculum Enhancement: The action achieved full implementation by purchasing additional Illustrative Mathematics workbooks (Kendall Hunt) for grades 3-8, replacing online-only access with physical consumable materials that better support student learning needs.

Assessment of Effectiveness: Action 3 demonstrates strong effectiveness through strategic resource allocation that directly improved student math learning outcomes. The successful transition from digital to physical consumable materials addresses a clear instructional need and has produced measurable improvements in student engagement and performance, indicating that targeted curriculum investments can yield significant educational benefits.

Action 4: This action shows **strong effectiveness** in maintaining equitable technology access for all students.

Technology Access Maintenance: The action achieved full implementation by maintaining a 1:1 device ratio for every student across all grade levels. The purchase of a new class set of iPads for Kindergarten/ELOP expanded technology access for the youngest learners and after-school programming.

Infrastructure and Support Continuity: Elevate School continues to contract IT support services and utilize Zoom for virtual meetings, ensuring reliable technology infrastructure and communication systems remain operational. Previous infrastructure upgrades to improve internet bandwidth across all school sites support ongoing technology integration.

Assessment of Effectiveness: Action 4 demonstrates strong effectiveness in maintaining equitable technology access through sustained 1:1 device ratios and strategic expansion of resources for early elementary and extended learning programs. The continued investment in technology infrastructure and support services ensures all students have consistent access to digital learning tools necessary for curriculum and instruction.

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.

Based on reflections on prior practice, no changes will be made to Goal 2's planned goal or metrics, as the focus on providing robust professional learning opportunities and instructional coaching continues to effectively support educator growth and student outcomes.

Actions have been revised to provide enhanced context and details based on implementation experience and stakeholder feedback. These refinements clarify implementation strategies while maintaining the core focus on professional development, instructional coaching, and educator support systems.

Target outcomes are developed annually based on current needs assessment data and feedback from educational partners. This responsive approach ensures targets remain realistic and aligned with identified professional learning priorities and capacity-building needs.

Elevate School develops a one-year LCAP, as allowable by the CDE for Charter Schools. This structure supports annual responsiveness to emerging professional development needs and enables timely adjustments to educator support strategies based on student achievement data and staff feedback.

The revised actions maintain focus on comprehensive professional development, instructional coaching, and educator retention while incorporating lessons learned from current implementation to enhance effectiveness and sustainability.

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 School will employ an Executive Director and a team of appropriately credentialed teachers to deliver instruction in all core subject areas—English Language Arts, Mathematics, Science, Social Studies, and Physical Education—for students in grades K-8. To ensure continuity of instruction, Elevate will also maintain a pool of substitute teachers on staff.</p> <p>All students will receive 176 instructional days during the school year.</p> <p>To support high-quality teaching and continuous improvement, all teachers will participate in eight days of intensive Summer Professional Development prior to the start of the school year, four additional non-instructional professional development days throughout the year, and ongoing weekly professional development sessions. This comprehensive approach ensures that educators are well-prepared to deliver a rigorous, standards-aligned educational program and are supported in their professional growth throughout the year.</p>	\$2,156,573	N

2	PROFESSIONAL DEVELOPMENT	<p>Elevate School will provide all educators with robust professional development and instructional coaching throughout the 2025-26 school year. The professional development program will focus on strengthening research-based instructional practices, with an emphasis on close reading and Problem Based Learning in all grades and will incorporate strategies from John Hattie's work on visible learning.</p> <p>Teachers in grades K-2 will work with a math consultant to implement Illustrative Math in primary grades, while the consultant will continue to provide coaching and support for grades 3-8 math teachers. Coaching cycles will continue as in previous years, with a focus on grade-level collaboration and individual teacher coaching throughout the year.</p> <p>K-2 teachers will receive training on the use of a dyslexia screener to better identify and support students with reading challenges. All teachers will receive feedback from classroom observations conducted by Deans as part of the coaching cycle and will participate in collaborative planning to ensure instructional rigor and relevance.</p> <p>To further support teacher effectiveness and credentialing, Elevate will reimburse teacher induction expenses and provide support for Deans enrolled in administrator credential programs. This comprehensive approach to professional development ensures that educators are equipped with the latest strategies and supports to maximize student learning and growth.</p>	\$235,029	N
3	CORE CURRICULAR PROGRAM NEEDS	<p>Elevate School will ensure that all students have access to high-quality, standards-aligned curriculum and instructional materials in every subject area. Each discipline—including English Language Arts, Mathematics, Science, Social Studies, Physical Education, Visual and Performing Arts, and STEAM—will be supported by curriculum and resources that meet or exceed California state standards.</p> <p>Elevate School will annually review and purchase instructional materials, including consumables, to guarantee that every student has the resources needed for full participation and engagement in the curriculum. Teachers and administrators will regularly evaluate all instructional materials to confirm their alignment with current standards and their effectiveness in</p>	\$5,150	N

		<p>supporting diverse learners. Any identified gaps will be addressed through supplemental resources or updated materials as needed.</p> <p>This commitment ensures that all students, including English Learners, students with disabilities, foster youth, and socioeconomically disadvantaged students, receive equitable access to a rigorous and comprehensive educational program that supports their academic growth and achievement</p>		
4	CLOSING THE DIGITAL DIVIDE	<p>Elevate School will ensure that all students have access to a technology device to support their learning and access curricular and instructional materials across all subject areas. Elevate will continue to contract with IT support providers to maintain and manage devices and technology systems, ensuring reliable performance and security.</p> <p>Zoom will remain in use for virtual meetings, supporting instructional delivery, family engagement, and staff collaboration. To further enhance digital learning and connectivity, Elevate has completed infrastructure upgrades to increase internet bandwidth and improve network reliability across all school sites. These actions ensure that students and staff have the necessary tools and connectivity for effective teaching, learning, and communication in the 2025-26 school year.</p>	\$57,173	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 2 Outcome	Current Difference from Baseline
18	Facility Inspection Tool (FIT) Report Score Source: SARC	2023-24: Good	2024-25: Good		2025-26: Good	No difference
19	Parent input in decision-making for UP & SWD. (Questions 9-12) <u>Rating Scale:</u> 1 - Exploration & Research Phase;	<u>2023-24:</u> 9. 4 10.5 11.4 12.4	<u>2024-25:</u> 9. 4 10.4 11.4 12.4		<u>2025-26:</u> 9. 4 10.4 11.5 12.4	9. 0 10.-1 11.0 12.0

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 2 Outcome	Current Difference from Baseline
	2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 - Full Implementation & Sustainability Source: Score - CDE Priority 3 Self-reflection tool .					
20	Parent participation in programs for Unduplicated Pupils & Students with Disabilities. (Questions 1-4) <u>Rating Scale:</u> 1 - Exploration & Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 - Full Implementation & Sustainability Source: Score - CDE Priority 3 Self-reflection tool	<u>2023-24:</u> 1. 4 2. 5 3. 5 4. 4	<u>2024-25:</u> 1. 4 2. 4 3. 4 4. 4		<u>2025-26:</u> 1. 4 2. 5 3. 4 4. 4	1. 0 2. -1 3. -1 4. 0
21	Other Local Measure - Student Survey: Sense of safety & school connectedness	<u>2023-24:</u> 95% Sense of Safety 91% School connectedness	<u>2024-25:</u> 95% Sense of Safety 89% School Connectedness		<u>2025-26:</u> 95% Sense of Safety 90% School Connectedness	0% Sense of Safety -2% School Connectedness

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 2 Outcome	Current Difference from Baseline
	Source: Local Survey					
22	Other Local Measure - Parent Survey: Sense of safety & school connectedness. Source: Local Survey	<u>2023-24:</u> 97% Sense of Safety 99% School connectedness	<u>2024-25:</u> 98% Sense of Safety 97% School Connectedness		<u>2025-26:</u> >95% Sense of Safety >95% School Connectedness	+1% Sense of Safety -2% School Connectedness
23	Other Local Measure - Staff Survey: Sense of safety & school connectedness Source: Local Survey	<u>2023-24:</u> 80% Sense of Safety 98% School connectedness	<u>2024-25:</u> 91% Sense of Safety 96% School Connectedness		<u>2025-26:</u> 92% Sense of Safety >95% School Connectedness	+11% Sense of Safety -2% School Connectedness

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.

Action 1: This action has been partially implemented. This year a select group of middle school students from the Lighthouse Humanities were selected based on their application and good academic standing to participate in the Service Team. This team participates in scheduled trips to the serve and lead younger students at our other campus. Our staff is collaborating to design meaningful student-led conferences that include innovative uses of Student Leadership Binders.

Action 2: This action has been fully implemented. Elevate has developed and implemented ELAC meetings that take place regularly.

The Parent Advisory Committee and Student Advisory Committee (newly formed) this year, provided input and feedback with the LCAP Midyear Update and the development of the 2025-26 LCAP, including use of Title funds. These committees are instrumental in providing input and feedback on the development of the 2025-26 LCAP.

Action 3: This action has been partially implemented. Elevate continues to provide Parent Education workshops to engage families in their child's education, through ongoing communication through these meetings and via ParentSquare app.

With the recent adoption of Illustrative Math curriculum, parent education workshops were added to inform families. In addition, we offered informational sessions specifically for military families that they can access tutoring services at no cost. Elevate plans to offer a workshop for 8th grade families to prepare them with the transition and application process to high school.

Action 4: This action has been fully implemented. The FIT Tool was completed this year for each site; and reported on the SARC. Elevate administrators are also meeting with afterschool provider to ensure alignment to our educational program.

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.

The following actions under Goal 3 showed significant variances between budgeted and actual spending:

- Action 2 - Committee Meeting Interpretation Services: Interpretation services were provided but had lower-than-expected usage, resulting in reduced costs compared to budget.
- Action 3 - Parent Workshop Interpretation Services: Interpretation services were offered for parent workshops and events but were underutilized, leading to actual expenses below the budgeted amount.

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

Action 1: This action shows **moderate effectiveness** with notable implementation successes but ongoing operational challenges.

Leadership and Community Building Success: The action achieved full implementation with innovative cross-campus initiatives including a Middle School Service Team that has completed three visits to the Serra Mesa campus on final Thursdays of October, November, and December. Staff have collaboratively developed 11 new innovative uses of student Leadership Binders, demonstrating creative engagement with the Leader in Me program.

Safety and Infrastructure Maintenance: The School Safety Plan has been reviewed and revised with staff-wide discussion of emergency procedures. The Raptor Visitor Management System implementation and required health screenings maintain compliance with safety and health requirements.

Implementation Challenges: Significant operational barriers persist including scheduling difficulties for consistent student leader collaboration time. The dual roles of key staff members create capacity constraints, with the Lighthouse Coordinator serving as Dean and the Staff Student Lighthouse Lead functioning as PE/Humanities teacher, limiting follow-through on Leader in Me initiatives. Additionally, inconsistency in Leadership in Action teachers and class format has affected program continuity.

Assessment of Effectiveness: Action 1 demonstrates moderate effectiveness through successful cross-campus initiatives and creative program adaptations, but operational constraints limit full program potential. The innovative approaches show promise, yet staffing and scheduling challenges indicate need for structural adjustments to maximize impact on school climate and student engagement goals.

Action 2: This action shows **strong effectiveness** in establishing formal parent advisory structures and maintaining consistent engagement opportunities.

Formal Committee Establishment and Scheduling: The action achieved full implementation by establishing both ELAC and Parent Advisory Committee meetings with structured schedules. ELAC met on 10/17/24 with future meetings scheduled for 1/16/25 and 3/27/25, while PAC met on 11/13/24 with meetings planned for 2/5/25, 3/19/25, and 5/13/25. The formal PAC committee represents a significant accomplishment in creating systematic parent input opportunities.

Consistent Parent Participation: The committees maintain steady participation with five parents actively engaged in advisory roles. Interpreter services and food provisions demonstrate commitment to accessibility and welcoming environments for diverse families.

Implementation Challenges: Despite accommodating parent-recommended scheduling for ELAC meetings, consistent attendance remains a significant challenge. We continue to face difficulties achieving regular participation from ELAC families, indicating potential barriers beyond scheduling that may require additional outreach strategies.

Assessment of Effectiveness: Action 2 demonstrates strong effectiveness in creating formal structures for parent input in decision-making with established meeting schedules and consistent core participation. While attendance challenges persist for ELAC, the successful establishment of PAC and maintained engagement of five parents provides meaningful opportunities for parent voice in school decisions, particularly representing Unduplicated Pupils and Students with Disabilities as required.

Action 3: This action shows **strong effectiveness** in providing diverse engagement opportunities despite varying participation levels.

Comprehensive Parent Workshop Program: The action achieved full implementation with expanded workshop offerings including new math curriculum adoption training for grades K-8, academic support resources for military families including free tutoring access, and high school preparation workshops for 8th grade families. These targeted programs address specific community needs and academic support requirements.

Enhanced Communication and Support Systems: Translation services offered at parent meetings have been highly successful and appreciated by families, improving accessibility for diverse populations. The ParentSquare communication platform provides ongoing family access to school information, though utilization varies among families in comfort and consistency.

Event and Workshop Variability: Workshop and event attendance has shown mixed results, with some events achieving strong participation while others struggle to engage broader audiences. This variation suggests that certain formats or topics resonate more effectively with the parent community than others.

Implementation Challenges: The primary challenges include inconsistent attendance across different workshop formats and varying comfort levels with digital communication platforms like ParentSquare, which may limit engagement for some family populations.

Assessment of Effectiveness: Action 3 demonstrates strong effectiveness in diversifying parent engagement opportunities through targeted workshops, translation services, and communication enhancements. While participation varies across different offerings, the successful implementation of culturally responsive services like translation and military family support indicates meaningful progress toward inclusive parent engagement goals.

Action 4: This action shows **strong effectiveness** in providing safe and clean learning environments.

Excellent Facility Standards: The action achieved full implementation with Facility Inspection Tools completed in November, producing excellent scores across all campuses. Consistent high-quality ratings demonstrate effective maintenance and safety protocols.

Collaborative Campus Management: Campus administrators successfully work with site lessors to maintain facility standards despite shared campus arrangements with landlord events. A December 2024 meeting with Champions after-school program directors initiated alignment of facility expectations between programs.

Implementation Challenges: Primary challenges include coordinating facility use during landlord-hosted events and aligning maintenance expectations with the after-school program to ensure consistent standards across all users.

Assessment of Effectiveness: Action 4 demonstrates strong effectiveness through excellent facility inspection scores and successful management of complex multi-user campus environments. The proactive collaboration with property lessors and after-school partners maintains safety and cleanliness standards, creating welcoming learning environments for all students and staff.

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.

Based on reflections on prior practice, no changes will be made to Goal 3's planned goal or metrics, as the focus on engaging parents as partners and strengthening family and community relationships continues to effectively support positive school climate and shared decision-making.

Actions have been revised to provide enhanced context and details based on implementation experience and stakeholder feedback. These refinements clarify engagement strategies while maintaining the core focus on parent partnerships, communication, and collaborative practices.

Target outcomes have been revised based on current needs assessment data and feedback from educational partners. This responsive approach ensures targets remain realistic and aligned with identified family engagement priorities and community building needs.

Elevate School develops a one-year LCAP, as allowable by the CDE for Charter Schools. This structure supports annual responsiveness to emerging parent engagement needs and enables timely adjustments to family partnership strategies based on survey data and stakeholder input.

The revised actions maintain focus on positive school climate, parent input in decision-making, and safe learning environments while incorporating lessons learned from current implementation to enhance effectiveness and community engagement.

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	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	<p>Elevate School is committed to creating a safe, welcoming, and positive school climate that is foundational to student well-being, learning, and engagement. The schoolwide implementation of the Leader in Me Leadership Program, an evidence-based social-emotional learning (SEL) process, empowers students with the leadership and life skills needed to thrive academically and personally.</p> <p>Elevate partners with students and families to build a strong, inclusive school culture that values every child and supports each student in realizing their unique potential. The educational program offers multiple authentic leadership opportunities, including Leadership Day, Student Advisory Committee (SAC), classroom and campus leadership roles, the Student Lighthouse Team (K-5), and ASB/Lighthouse Team (6-8). Students also engage in learning beyond the classroom through field trips and student-led conferences, which showcase their work and deepen engagement and motivation.</p> <p>To further foster community and school pride, Elevate will continue to promote cross-campus student activities and events that build connections and engagement among students. New student onboarding "clubs" will be introduced to help new students acclimate to the school culture and form peer connections, supporting a smooth transition and sense of belonging.</p> <p>Elevate's commitment to safety is reflected in the regular review and revision of the School Safety Plan, which is discussed staffwide and includes emergency drills, school supervision protocols, and the use of the Raptor Visitor Management System to monitor campus visitors. Required</p>	\$243,933	N

		<p>hearing and vision screenings will be provided in compliance with state law.</p> <p>Through these comprehensive efforts, Elevate School ensures a safe, inclusive, and engaging environment where all students can develop academically, socially, and emotionally, preparing them for success in school and beyond.</p>		
2	PARENT INPUT IN DECISION-MAKING	<p>Elevate School will ensure that parents—including those representing Unduplicated Pupils (UP) and Students with Disabilities (SWD)—have meaningful opportunities to participate in school decision-making through a variety of advisory committees. These include the English Learner Advisory Committee (ELAC), District English Learner Advisory Committee (DELAC), and English Learner Parent Advisory Committee (EL-PAC), as required by California Education Code 52062(a)(2), when applicable. Additionally, the Parent Advisory Committee (PAC), as required by CA EC 52062(a)(1), will provide further input on school programs and policies.</p> <p>Interpreter services will be made available upon request to ensure that all parents can fully participate in meetings and provide input, regardless of language needs.</p> <p>Through these structures, Elevate School is committed to engaging a diverse group of parents in shaping educational programs and ensuring that the voices of families—especially those of English Learners, foster youth, low-income students, and students with disabilities—are included in school planning and continuous improvement.</p>	\$1,535	N
3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	<p>Elevate School is committed to providing all parents—including those representing Unduplicated Pupils and Students with Disabilities—with meaningful opportunities to engage as partners in their child's education. The Parent Education Coordinator will facilitate parent workshops, connect families to resources, promote and organize volunteer opportunities and training, and conduct ongoing outreach to ensure all families feel welcomed and supported.</p>	\$67,590	N

		<p>Communication with families will be streamlined through ParentSquare, and families will have access to the Aeries Parent Portal to monitor their child's academic progress and attendance. The Leadership Team and Parent Engagement Coordinator will offer a series of Parent Education workshops on topics such as Digital Citizenship/Online Safety, the 7 Habits, social-emotional supports, academic supports at home, community building through an equity lens, and strategies for supporting teens. Additional workshops will include "Getting Ready for High School" for 8th grade families and "Parent Math Night," which introduces families to the Illustrative Mathematics curriculum.</p> <p>To further strengthen the school community, Elevate will host events such as Military Coffees, Coffee/Dessert with the Directors, and schoolwide gatherings like Family Art & STEAM Nights, Family Movie Night, and Family PE Days. These events and workshops are designed to build connections among families, provide practical resources, and foster a collaborative environment that supports student achievement and well-being.</p> <p>Through these comprehensive efforts, Elevate ensures that all parents have accessible, relevant, and ongoing opportunities to participate actively in their child's education.</p>		
4	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	<p>Elevate School is committed to providing all students and staff with safe, clean, and well-maintained school facilities. Each year, Elevate will complete the Facility Inspection Tool (FIT) report for every school site, as required by California Education Code. The FIT is an objective tool used to evaluate whether school facilities are in "good repair," ensuring they are clean, safe, and functional for learning.</p> <p>The results of each FIT inspection will be reported annually in the School Accountability Report Card (SARC), the Local Indicators Report, and the LCAP, making this information accessible to families and the community. Any issues or deficiencies identified during the inspection will be addressed promptly to maintain high standards of safety and cleanliness across all campuses.</p> <p>By following this process, Elevate School ensures ongoing compliance with state requirements and demonstrates a strong commitment to</p>	\$638,293	N

maintaining a healthy, safe, and supportive learning environment for all students and staff.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2025-26

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$480,500	\$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
9.450%	0%	\$0	9.450%

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 3	Chronic absenteeism remains a significant challenge, particularly for the Hispanic student group, where rates increased even as overall	The needs assessment and Dashboard data indicate persistent challenges with chronic absenteeism—across all student groups—and	The metrics that will be used to monitor effectiveness are:

schoolwide rates declined. Root cause analysis revealed absenteeism is often linked to family circumstances, medical fragility, and siblings missing school together, rather than clear patterns of disengagement or discipline issues.

There is a need for more proactive, individualized outreach and early intervention for students and families at risk of chronic absenteeism, as well as more robust attendance incentives and clear, consistent communication about the importance of regular attendance.

Educational partners emphasized the importance of school connectedness, trusted adult relationships, and family engagement as critical levers for improving attendance.

disproportionality in suspension rates for English learners, socioeconomically disadvantaged students, students with disabilities. Feedback from educational partners further underscores the need for greater social-emotional support, behavior intervention, and consistent engagement with at-risk students and families.

By providing a full-time counselor and Dean of Students, Elevate will aim to:

- Deliver targeted social-emotional and behavioral supports, including restorative practices, counseling, and individualized intervention plans, which are proven to reduce absenteeism and suspensions.
- Proactively engage with students and families who are chronically absent or at risk, providing early intervention and connecting them to resources.
- Implement schoolwide programs that foster a positive climate and sense of belonging, which educational partners identified as critical for student engagement and success.
- Support the Multi-Tiered System of Supports (MTSS) framework, ensuring that all students—especially those with the greatest needs—receive timely, data-driven interventions.

These services will be provided schoolwide because high-needs students are enrolled throughout the school, and their needs impact the overall school climate and academic outcomes. Providing these supports on a schoolwide basis ensures that all students, and especially those

- #8: Chronic Absenteeism rates
- #10: Suspension Rates

		<p>generating supplemental and concentration funds, benefit from improved systems for attendance, behavior, and engagement. This approach also allows Elevate to address the needs of students who may not be formally identified but are at risk due to transiency, trauma, or other factors.</p> <p>Using LCFF Supplemental and Concentration funds for a counselor and Dean of Students is a direct response to identified needs in attendance, behavior, and engagement. Providing these supports schoolwide ensures equitable access, addresses root causes of chronic absenteeism and suspension, and fosters a positive, supportive learning environment for all students, with particular benefit to those most at risk.</p>	
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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

2024-25 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	\$ 6,639,899.63	\$ 6,568,110.08

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	MEASURING STUDENT PROGRESS – ASSESSMENTS	No	\$ 59,150	\$ 53,078
1	2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	Yes	\$ 436,107	\$ 438,674
1	2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	No	\$ 398,693	\$ 403,309
1	3	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	No	\$ 610,914	\$ 613,259
1	4	STRENGTHENING EL PROGRAM & SERVICES	No	\$ 134,614	\$ 104,420
1	5	SERVICES TO SUPPORT SWD	No	\$ 647,586	\$ 660,350
1	6	BROAD COURSE OF STUDY	No	\$ 408,194	\$ 321,009
2	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	No	\$ 2,646,141	\$ 2,661,119
2	2	PROFESSIONAL DEVELOPMENT	No	\$ 259,188	\$ 255,058
2	3	CORE CURRICULAR PROGRAM NEEDS	No	\$ 5,000	\$ 6,264
2	4	CLOSING THE DIGITAL DIVIDE	No	\$ 52,000	\$ 54,375
3	1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	No	\$ 302,858	\$ 296,007
3	2	PARENT INPUT IN DECISION-MAKING	No	\$ 1,500	\$ 450
3	3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	No	\$ 59,808	\$ 67,968
3	4	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	No	\$ 618,147	\$ 632,769
				\$ -	\$ -

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%
							\$ -	0.000%

2024-25 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)
\$ 430,091	\$ 436,107	\$ 438,674	\$ (2,567)	0.000%	0.000%	0.000% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	MEASURING STUDENT PROGRESS – ASSESSMENTS	No	\$ -	\$ -	0.000%	0.000%
1	2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	Yes	\$ 436,107	\$ 438,673.80	0.000%	0.000%
1	2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	No	\$ -	\$ -	0.000%	0.000%
1	3	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	No	\$ -	\$ -	0.000%	0.000%
1	4	STRENGTHENING EL PROGRAM & SERVICES	No	\$ -	\$ -	0.000%	0.000%
1	5	SERVICES TO SUPPORT SWD	No	\$ -	\$ -	0.000%	0.000%
1	6	BROAD COURSE OF STUDY	No	\$ -	\$ -	0.000%	0.000%
2	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	No	\$ -	\$ -	0.000%	0.000%
2	2	PROFESSIONAL DEVELOPMENT	No	\$ -	\$ -	0.000%	0.000%
2	3	CORE CURRICULAR PROGRAM NEEDS	No	\$ -	\$ -	0.000%	0.000%
2	4	CLOSING THE DIGITAL DIVIDE	No	\$ -	\$ -	0.000%	0.000%
3	1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	No	\$ -	\$ -	0.000%	0.000%
3	2	PARENT INPUT IN DECISION-MAKING	No	\$ -	\$ -	0.000%	0.000%
3	3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	No	\$ -	\$ -	0.000%	0.000%
3	4	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	No	\$ -	\$ -	0.000%	0.000%
				\$ -	\$ -	0.000%	0.000%
				\$ -	\$ -	0.000%	0.000%

2024-25 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)
\$ 4,828,896	\$ 430,091	0.000%	8.907%	\$ 438,674	0.000%	9.084%	\$0.00 - No Carryover	0.00% - No Carryover

2025-26 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 %)
2025-26	\$ 5,084,656	\$ 480,500	9.450%	0.000%	9.450%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$ 5,153,195	\$ 1,294,700	\$ -	\$ 155,523	\$ 6,603,417.77	\$ 5,041,824	\$ 1,561,594

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	\$ -	\$ 45,246	\$ 45,246	\$ -	\$ -	\$ -	\$ 45,246	0.000%
1	2	ADDRESSING ACADEMIC NEEDS TO ACCELERATE LEARNING	All	No	Schoolwide		All	Ongoing	\$ 466,301	\$ 166,777	\$ 108,785	\$ 435,409	\$ -	\$ 88,883	\$ 633,077	0.000%
1	3	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	All	Yes	Schoolwide	All	All	Ongoing	\$ 480,500	\$ -	\$ 480,500	\$ -	\$ -	\$ -	\$ 480,500	0.000%
1	3	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	All	No	Schoolwide		All	Ongoing	\$ 209,810	\$ 13,302	\$ 185,238	\$ 37,873	\$ -	\$ -	\$ 223,111	0.000%
1	4	STRENGTHENING EL PROGRAM & SERVICES	All	No	Schoolwide		All	Ongoing	\$ 123,658	\$ 33,104	\$ 151,646	\$ 5,116	\$ -	\$ -	\$ 156,762	0.000%
1	5	SERVICES TO SUPPORT SWD	All	No	Schoolwide		All	Ongoing	\$ 730,497	\$ 208,739	\$ 338,911	\$ 533,685	\$ -	\$ 66,640	\$ 939,235	0.000%
1	6	BROAD COURSE OF STUDY	All	No	Schoolwide		All	Ongoing	\$ 360,959	\$ 35,812	\$ 327,157	\$ 69,615	\$ -	\$ -	\$ 396,772	0.000%
2	1	ADMIN & EDUCATORS THAT SUPPORT THE ED PROGRAM	SPED	No	Schoolwide		All	Ongoing	\$ 2,382,927	\$ -	\$ 2,217,424	\$ 165,503	\$ -	\$ -	\$ 2,382,927	0.000%
2	2	PROFESSIONAL DEVELOPMENT	All	No	Schoolwide		All	Ongoing	\$ 198,180	\$ 55,305	\$ 207,520	\$ 45,964	\$ -	\$ -	\$ 253,484	0.000%
2	3	CORE CURRICULAR PROGRAM NEEDS	All	No	Schoolwide		All	Ongoing	\$ -	\$ 5,150	\$ 5,150	\$ -	\$ -	\$ -	\$ 5,150	0.000%
2	4	CLOSING THE DIGITAL DIVIDE	All	No	Schoolwide		All	Ongoing	\$ -	\$ 57,173	\$ 57,173	\$ -	\$ -	\$ -	\$ 57,173	0.000%
3	1	PROMOTING POSITIVE SCHOOL CLIMATE, STUDENT ENGAGEMENT & SAFE LEARNING ENVIRONMENT	All	No	Schoolwide		All	Ongoing	\$ 36,757	\$ 285,806	\$ 322,563	\$ -	\$ -	\$ -	\$ 322,563	0.000%
3	2	PARENT INPUT IN DECISION-MAKING	All	No	Schoolwide		All	Ongoing	\$ -	\$ 1,535	\$ -	\$ 1,535	\$ -	\$ -	\$ 1,535	0.000%
3	3	OPPORTUNITIES PROVIDED TO SUPPORT PARENT ENGAGEMENT & PARTICIPATION	All	No	Schoolwide		All	Ongoing	\$ 52,236	\$ 15,354	\$ 67,590	\$ -	\$ -	\$ -	\$ 67,590	0.000%
3	4	MAINTAINING SAFE & CLEAN SCHOOL FACILITIES	All	No	Schoolwide		All	Ongoing	\$ -	\$ 638,293	\$ 638,293	\$ -	\$ -	\$ -	\$ 638,293	0.000%
									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.000%

2025-26 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
\$ 5,084,656	\$ 480,500	9.450%	0.000%	9.450%	\$ 480,500	0.000%	9.450%	Total:	\$ 480,500
								LEA-wide Total:	\$ -
								Limited Total:	\$ -
								Schoolwide Total:	\$ 480,500

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	No	Schoolwide		All	\$ -	0.000%
1	3	ADDRESSING SOCIAL-EMOTIONAL & BEHAVIORAL STUDENT NEEDS	Yes	Schoolwide	All	All	\$ 480,500	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 ENVIRONMENT	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%
							\$ -	0.000%
							\$ -	0.000%

Coversheet

Approve 2025-2026 Budget

Section:	V. Agenda Items
Item:	H. Approve 2025-2026 Budget
Purpose:	Vote
Submitted by:	
Related Material:	FY25-26 Budget.pdf 2) SD District_BUDGET TEMPLATE FY25-26_Board Version.pdf

ELEVATE SCHOOL**Multi-Year Budget Summary**

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	2024-25 Forecast	2025-26 Budget	YoY Growth%
Total Enrollment	478	485	1.5%
ADA	454.09	468.03	3.1%
ADA%	95.0%	96.5%	1.6%
INCOME			
Local Control Funding Formula	5,282,556	5,565,156	5.3%
Federal Revenue	1,590,679	915,878	-42.4%
Other State Revenue	705,269	944,370	33.9%
Other Local Revenue	501,949	504,771	0.6%
Grants/Fundraising	137,063	151,759	10.7%
TOTAL INCOME	8,217,516	8,081,934	-1.6%
EXPENSE			
Certificated Salaries	3,223,032	3,306,851	2.6%
Classified Salaries	1,068,421	1,122,501	5.1%
Employee Benefits	1,328,177	1,315,631	-0.9%
Supplies	491,492	496,190	1.0%
Operating Services	1,719,705	1,719,485	0.0%
Capital Outlay	31,276	30,375	-2.9%
TOTAL EXPENSE	7,862,103	7,991,033	1.6%
NET INCOME	355,413	90,900	-74.4%
Ending Cash Balance	2,824,432	3,422,597	21.2%
Percent of Total Expenses			
Total Employee Costs	5,619,630 71.5%	5,744,983 71.9%	
Total Non-Employee Costs	2,242,473 28.5%	2,246,050 28.1%	

**Charter School Preliminary Budget
FY 2025-2026**

Charter School Name:	Elevate School
CDS #:	37-68338-0129395
Charter Approving Entity:	San Diego Unified School District 37-68338
County:	San Diego
SBE Charter #:	1633

Projected Enrollment	485
ADA Rate	96.50%
Projected ADA	468.03
Projected Unduplicated Pupil Count	232.00

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	909,821		909,821
Education Protection Account State Aid (EPA) - CY (Res 1400)	8012	93,606		93,606
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	4,561,729		4,561,729
Other LCFF Transfers	8091, 8097			-
Total, LCFF Sources		5,565,156	-	5,565,156
2. Federal Revenues (8100-8299)				
ESEA (ESSA): Title I, Part A, Basic Grants Low-Income and Neglected (Res 3010)	8290		67,422	67,422
ESEA (ESSA): Title II, Part A, Supporting Effective Instruction Local Grants (Res 4035)	8290		11,461	11,461
ESEA (ESSA) : Title III, English Learner Student Program (Res 4203)	8290			-
ESEA (ESSA) : Title III, Immigrant Student Program (Res 4201)	8290			-
ESEA (ESSA): Title IV, Part B, 21st Century Community Learning Centers Program (Res 4124)	8290			-
ESEA (ESSA) Title IV, Part A, Student Support and Academic Enrichment Grants (Res 4127)	8290		10,000	10,000
ESSA: Title IV, Part C, Public Charter Schools Grant Program (Res 4610)	8290			-
Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Sec 611 (Res 3310)	8181		66,640	66,640
Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611 (Res 3327)	8182			-
Child Nutrition - Federal (NSLP) (Res 5310 and others)	8220		150,355	150,355
Maintenance and Operations (Public Law 81-874) (Res 0000)	8110			-
Other Federal Revenues (All other resources not reported separately)	8100-8299	610,000		610,000
Total - Federal Revenues		610,000	305,878	915,878
3. Other State Revenues (8300-8599)				
State Special Education (Res 6500)	8792		419,771	419,771
State Special Education Mental Health Services (Res 6512)	8590		37,873	37,873
Mandate Block Grant (Res 0000)	8550	9,319		9,319
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	93,368		93,368
Lottery, Restricted - Prop 20 (Res 6300)	8560		40,085	40,085
Proposition 39 - California Clean Energy Jobs Act (Res 6230)	8590			-
Other State Revenues (All other resources not reported separately)	8300-8599		763,725	763,725
Total - Other State Revenues		102,687	1,261,454	1,364,140
4. Local Revenue (8600-8799)				
All Local Revenues	8600-8799	236,759		236,759
Total - Local Revenues		236,759	-	236,759
5. TOTAL REVENUES		6,514,602	1,567,331	8,081,934
B. EXPENDITURES AND OTHER OUTGO (1000-7499)				
1. Certificated Salaries				
Teachers' Salaries	1100	1,834,557	559,989	2,394,546
Pupil Support Salaries	1200	146,795	25,731	172,526
Supervisors' and Administrators' Salaries	1300	658,426		658,426
Other Certificated Salaries	1900	13,218	68,135	81,353
Total, Certificated Salaries		2,652,996	653,856	3,306,851
2. Classified Salaries				
Instructional Salaries	2100	382,926	170,794	553,720
Support Salaries	2200	49,919	49,460	99,379
Supervisors' and Administrators' Salaries	2300	35,603		35,603
Clerical and Office Salaries	2400	406,136		406,136
Other Classified Salaries	2900	27,664		27,664
Total, Classified Salaries		902,247	220,254	1,122,501
3. Employee Benefits				
STRS	3101-3102	506,722	124,886	631,609
PERS	3201-3202			-
OASDI/Medicare (Social Security)	3301-3302	107,490	26,330	133,821
Health and Welfare Benefits	3401-3402	383,731	84,351	468,081
Unemployment Insurance	3501-3502	1,778	437	2,215
Workers' Compensation Insurance	3601-3602	63,068		63,068
OPEB, Allocated	3701-3702			-
OPEB, Active Employees	3751-3752			-
Other Employee Benefits	3901-3902	16,838		16,838
Total, Employee Benefits		1,079,626	236,005	1,315,631

**Charter School Preliminary Budget
FY 2025-2026**

Charter School Name:	Elevate School
CDS #:	37-68338-0129395
Charter Approving Entity:	San Diego Unified School District 37-68338
County:	San Diego
SBE Charter #:	1633

Projected Enrollment	485
ADA Rate	96.50%
Projected ADA	468.03
Projected Unduplicated Pupil Count	232.00

Description	Object Code	Unrestricted Budget	Restricted Budget	Total Budget
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	56,436		56,436
Books and Other Reference Materials	4200	15,712		15,712
Materials and Supplies	4300	123,538	40,085	163,623
Non-capitalized Equipment	4400	44,119		44,119
Food (Food used in food-service activities for which the purpose is nutrition)	4700	78,630	137,670	216,300
Total, Books and Supplies		318,436	177,755	496,190
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			-
Travel and Conferences	5200	11,333		11,333
Dues and Memberships	5300	25,260		25,260
Insurance	5400	42,496		42,496
Operations and Housekeeping Services	5500	90,291		90,291
Rentals,Leases,Repairs,and Noncapitalized Improvements	5600	579,126		579,126
Transfer of Direct Costs (MUST net to zero)	5700			-
Prof/Consulting Svcs and Operating Expend (Include District Oversight)	5800	514,229	399,469	913,698
Communications	5900	57,281		57,281
Total, Services and Other Operating Expenditures		1,320,016	399,469	1,719,485
6. Capital Outlay				
Depreciation Expense (See Sections G.9 & F.2.a)	6900	30,375		30,375
Total, Capital Outlay		30,375	-	30,375
7. Other Outgo				
Tuition to Other Schools (<i>Include contribution to unfunded cost of Sp Ed.</i>)	7110-7143			-
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			-
Transfers of Apportionments to Other LEAs - Spec Ed and All Others	7221-7223			-
All Other Transfers	7280-7299			-
Transfers of Indirect Costs (MUST net to zero)	7300-7399			-
Debt Service - Interest	7430-7439			-
Debt Service - Principal (FOR MODIFIED ACCRUAL BASIS ONLY)	7439			-
Total, Other Outgo		-	-	-
8. TOTAL EXPENDITURES		6,303,696	1,687,337	7,991,033
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		210,906	(120,006)	90,900
D. OTHER FINANCING SOURCES/USES (7600-7699, 8930-8999)				
1. All Other Financing Sources	8930-8979			-
2. Other Uses	7630-7699			-
3. Contributions between unrestricted and restricted accounts (MUST net to zero) (Include contribution to the unfunded cost of Special Education)	8980-8999			-
4. TOTAL OTHER FINANCING SOURCES/USES		-	-	-
E. NET INCREASE (DECREASE) IN FUND BALANCE/NET POSITION (C + D.4.)		210,906	(120,006)	90,900
F. FUND BALANCE/NET POSITION				
1. Beginning Fund Balance/Net Position				
a. July 1 (Projected Ending Fund Balance for FY ending 06/30/25)	9791	2,792,829	31,603	2,824,432
b. Adjustments/Restatements	9793, 9795			-
c. Adjusted Beginning Fund Balance/Net Position		2,792,829	31,603	2,824,432
2. Projected Ending Fund Balance/Net Position, June 30 (E + F.1.c.)		3,003,735	(88,403)	2,915,332
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			-

Coversheet

Approve 24-25 ConApp

Section:	V. Agenda Items
Item:	I. Approve 24-25 ConApp
Purpose:	Vote
Submitted by:	
Related Material:	24-25 Spring ConApp_Board Review_06092025.pdf

Elevate (37 68338 0129395)

Status: Draft
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2025–26 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Ryan Elliott
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	06/06/2025
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

Warning

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Report Date:6/6/2025

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Elevate (37 68338 0129395)

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2025–26 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter Enter the adoption date of the current LCAP	06/09/2025
Authorized Representative's Full Name	Ryan Elliott
Authorized Representative's Title	Executive Director

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2025–26 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	No
---	----

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. 1111 et 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

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2025–26 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at <https://www.cde.ca.gov/fg/ac/sa/>.

2025–26 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

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California Department of Education

Consolidated Application

Elevate (37 68338 0129395)

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Date: 6/6/2025 12:29 PM

2024–25 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2025.

CDE Program Contact:Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2024–25 Title II, Part A allocation	\$11,684
Transferred–in amount	\$0
Transferred–out amount	\$11,684
2024–25 Total allocation	\$0

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$0
2024–25 Unspent funds	\$0

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Report Date:6/6/2025

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Elevate (37 68338 0129395)

Status: Draft
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2024–25 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692
 Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Anais
Homeless liaison last name	Cortes
Homeless liaison title	Counselor
Homeless liaison email address (Format: abc@xyz.zyx)	acortes@elevateschool.com
Homeless liaison telephone number (Format: 999-999-9999)	858-751-4774
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	0.05

Homeless Liaison Training Information

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2024–25 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692
 Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	08/22/2022
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Housing Questionnaire Identifying Homeless Children

Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

Title I, Part A Homeless Expenditures

2024–25 Title I, Part A LEA allocation	\$67,422
2024–25 Title I, Part A direct or indirect services to homeless children reservation	\$387

Warning

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Report Date:6/6/2025

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Elevate (37 68338 0129395)

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2024–25 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692
 Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Amount of 2024–25 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$387
Homeless services provided (Maximum 500 characters)	<p>Expenses related to staff time for Homeless Liaison training and communication/training to other key staff.</p> <p>Legal expenses for Homeless Education policy review and revision</p>
No expenditures or encumbrances comment Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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California Department of Education**Consolidated Application**

Elevate (37 68338 0129395)

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 Date: 6/6/2025 12:25 PM

2023–24 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2023 through June 30, 2025.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2023–24 Title II, Part A allocation	\$9,553
Transferred–in amount	\$0
Transferred–out amount	\$9,553
2023–24 Total allocation	\$0

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$0
2023–24 Unspent funds	\$0

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Report Date:6/6/2025

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California Department of Education**Consolidated Application**

Elevate (37 68338 0129395)

Status: Draft

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Date: 6/6/2025 12:29 PM

2024–25 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2025.

CDE Program Contact:Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2024–25 Title II, Part A allocation	\$11,684
Transferred–in amount	\$0
Transferred–out amount	\$11,684
2024–25 Total allocation	\$0

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$0
2024–25 Unspent funds	\$0

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Report Date:6/6/2025

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Coversheet

Approve 25-26 EPA Spending Plan

Section:	V. Agenda Items
Item:	J. Approve 25-26 EPA Spending Plan
Purpose:	Vote
Submitted by:	
Related Material:	25-26 EPA Spending Plan.pdf



Inspiring tomorrow's innovators & leaders

2285 Murray Ridge Rd.
San Diego, CA 92123

tel: 858.751.4774
email: info@elevateschool.com

Elevate School

2025-26 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 **\$93,606**, which will be used to support teacher salaries and benefits.