



# Elite Academic Academy - Lucerne

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[https://eliteacademic.zoom.us/j/97566202696?](https://eliteacademic.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09)  
pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09 Meeting ID:  
975 6620 2696 Passcode: 920373

June 14th, 2023 at 8:30 am

43414 Business Park Drive, Temecula, CA 92590

34843 Rancho California Rd, Temecula CA 92591



## Elite Academic Academy - Lucerne June 14th, 2023

### Board Of Directors - Elite Academic Academy - Lucerne

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#### Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference.

Members of the public may observe the meeting and offer public comment using the

following dial-in numbers and/or internet link: Join Zoom Meeting  
[https://eliteacademic.zoom.us/j/97566202696?](https://eliteacademic.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09)  
pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09 Meeting ID: 975 6620  
2696 Passcode: 920373

Time:

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#### 1.0 Call To Order

Roll Call:

Susan McDougal, Cody Simms, Kent Christensen

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#### 2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of June 14th, 2023.

Motion: Second:  
Vote:

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#### 3.0 Public Comment -Closed Session

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section 8.0 Public Comments at Board Meetings.

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#### 4.0 Adjourn to Closed Session

The board will consider and may act on any of the Closed Session matters listed in Agenda Item 13.0.

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#### 5.0 Closed Session

The Board will consider and may act on any of the following items in closed session; any action taken in closed session will be reported in open session as required by law.

**5.1 Personnel Matters (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)**

**5.2 Employer/Employee Relations (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)**

Time:

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#### 6.0 Pledge Of Allegiance

Led By:

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## 7.0 Open Session

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### 8.0 Public Comment

Please submit a request to speak to the Board of Directors. Cards can be asked for by emailing [galtamirano@eliteacademic.com](mailto:galtamirano@eliteacademic.com). Please complete and return the form for agendaized or non-agendaized items, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date. A request for disability-related modifications or accommodations in order to participate in the public meeting, including auxiliary aids or services, may be made to Ms. Meghan Freeman at [mfreeman@eliteacademic.com](mailto:mfreeman@eliteacademic.com) at least 72 hours prior to the meeting.

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### 9.0 General Functions

#### 9.1 Consent Agenda

It is recommended that the board approve the following consent agenda items.

Motion: Second:  
Vote:

##### A. Meeting Minutes from June 01, 2023

[EAA-LU 06.01.23.pdf](#)

##### B. Job Descriptions

[JD - DUSD On-Site Teacher of Record - Virtual \(pending board approval\).pdf](#)

[JD - DUSD Administrative Assistant \(pending board approval\).pdf](#)

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### 10.0 Personnel Services

#### 10.1 Temporary Certificated Employee Contracts

It is recommended that the board ratify the following Temporary Certificated Employee Contracts for Elite Academic Academy - Lucerne.

[Temp Certificated Contracts EAA LU.pdf](#)

Motion: Second:  
Vote:

#### 10.2 Letters of Intent for Temporary Certificated Hires

It is recommended that the board ratify the following Letters of Intent for Temporary Certificated Hires for Elite Academic Academy - Lucerne.

[Temp Certificated Letter of Intent.pdf](#)

Motion: Second:  
Vote:

#### 10.3 Letters of Intent for Temporary Classified Hires

It is recommended that the board ratify the following Letters of Intent for Temporary Classified Hires for Elite Academic Academy - Lucerne.

[Temp Classified Letter of Intent.pdf](#)

Motion: Second:  
Vote:

#### 10.4 Employee Contracts

It is recommended that the board ratify the following Employee Contracts for Elite Academic Academy - Lucerne.

Motion: Second:  
Vote:

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## 11.0 Business Services

### 11.1 2023/24 Budget

It is recommended that the board approve the following 2023/24 Budget for Elite Academic Academy - Lucerne.

Motion: Second:  
Vote:

[FY 23.24 EAA CASH FLOW\\_BUDGET - LU - Board Report \(2\).pdf](#)

[FY 23.24 EAA CASH FLOW\\_BUDGET - LU Cash Graph.pdf](#)

[2324\\_CharterBUDGETandINTERIMReporting\\_EAA\\_LUCERNE\\_20230607\\_ADA \(1\).pdf](#)

[2324\\_CharterBUDGETandINTERIMReporting\\_EAA\\_LUCERNE\\_20230607\\_Assumptions \(1\).pdf](#)

[2324\\_CharterBUDGETandINTERIMReporting\\_EAA\\_LUCERNE\\_20230607\\_CashFlow \(1\).pdf](#)

[2324\\_CharterBUDGETandINTERIMReporting\\_EAA\\_LUCERNE\\_20230607\\_Debt \(1\).pdf](#)

[2324\\_CharterBUDGETandINTERIMReporting\\_EAA\\_LUCERNE\\_20230607\\_MYP \(1\).pdf](#)

[2324\\_CharterBUDGETandINTERIMReporting\\_EAA\\_LUCERNE\\_20230607\\_Restricted.pdf](#)

[2324\\_CharterBUDGETandINTERIMReporting\\_EAA\\_LUCERNE\\_20230607\\_Unrestricted.pdf](#)

[FY24\\_EAA\\_LU\\_LCFF-Calculator\\_Budget.xlsx](#)

### 11.2 Loan Resolution

It is recommended that the board approve the following resolution to go out to bid for a line of credit/loan and give the CEO permission to secure the loan/line of credit that serves the school best to ensure enough cash flow due to projected increases in enrollment for Elite Academic Academy- Lucerne.

Motion: Second:  
Vote:

[EAA LU Borrowing Resolution 06.14.23.pdf](#)

### 11.3 2023/24 Local Control Accountability Plan (LCAP)

It is recommended that the board approve the following 2023/24 Local Control Accountability Plan (LCAP) for Elite Academic Academy - Lucerne.

Motion: Second:  
Vote:

[2023\\_Local\\_Control\\_and\\_Accountability\\_Plan/Local Indicators\\_Elite\\_Academic\\_Academy\\_-\\_Lucerne\\_20230605.pdf](#)

### 11.4 Class Technologies Contract

It is recommended that the board approve the following Class Technologies Contract for Elite Academic Academy - Lucerne.

Motion: Second:  
Vote:

[EAA-LU Class Technologies Contract.pdf](#)

### 11.5 August 2023 Staff Professional Development Vendor Proposals

It is recommended that the board approve the following August 2023 Staff Professional Development Vendor Proposal for Elite Academic Academy - Lucerne.

Motion: Second:  
Vote:

[Executed Copy EAA Aug 2023 PD.pdf](#)

### 11.6 Whoop Contract Invoice

Motion: Second:



It is recommended that the board approve the following Whoop Contract Invoice for Elite Academic Academy - Lucerne.

Vote:

[WHOOP Contract EAA\\_Lucerne\\_2023.pdf](#)

## 11.7 Level Up-Elite Spirit Cheer Contract 2023/24

Motion: Second:  
Vote:

It is recommended that the board approve the following Level Up-Elite Spirit Cheer Contract 2023/24 for Elite Academic Academy - Lucerne.

[Elite Spirit Cheer and Dance\\_Year Round Community Partner Agreement\\_2 payments 23.24.pdf](#)

## 11.8 Level-Up- Around the Horn Contract 2023/24

Motion: Second:  
Vote:

It is recommended that the board approve the following Level Up-Around the Horn Contract 2023/24 for Elite Academic Academy - Lucerne.

[Around the Horn \(ATH\)\\_Year Round Community Partner Agreement\\_2 payments 23.24.pdf](#)

## 11.9 Level-Up Ambassadors Media Group (AOC) Contract 2023/24

Motion: Second:  
Vote:

It is recommended that the board approve the following Level Up-Ambassadors Media Group (AOC) Contract 2023/24 for Elite Academic Academy - Lucerne.

[Ambassadors Media Group \(AOC\)\\_Year Round Community Partner Agreement\\_2 payments 23.24.pdf](#)

## 11.10 (23.24) Special Education Vendor Contracts

Motion: Second:  
Vote:

It is recommended that the board approve the following Special Education Vendor Contracts for Elite Academic Academy - Lucerne.

[DES\\_signedLU\\_Master-Contract2023-2024.pdf](#)

[McColgan\\_signedLU\\_Master-Contract2023-2024.pdf](#)

[STS\\_signedLU\\_Master-Contract2023-2024.pdf](#)

[CCES\\_signedLU\\_Master-Contract2023-2024.pdf](#)

[TSW\\_signedLU\\_Master-Contract2023-2024.pdf](#)

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## 12.0 Educational Services/Policy Development

### 12.1 MOU with Downey Unified School District

Motion: Second:  
Vote:

It is recommended that the board approve the following MOU with DUSD for Elite Academic Academy - Lucerne.

[6.7 MEMORANDUM OF UNDERSTANDING re Downey Unified School District\(131661268.1\).docx](#)

[6.7 MEMORANDUM OF UNDERSTANDING re Downey Unified School District - On-Site Enrollment\(131790798.1\).docx](#)

### 12.2 MOU Addendum with Lucerne Valley Unified School District

Motion: Second:  
Vote:

It is recommended that the board approve the following MOU with Lucerne Valley Unified School District for Elite Academic Academy - Lucerne.

## 12.3 Updated Parent/Student Handbook 2023/24

It is recommended that the board approve the following Updated Parent/Student Handbook 2023/24 for Elite Academic Academy - Lucerne.

[23-24 Parent-Student Handbook \(Updated\).pdf](#)

Motion: Second:  
Vote:

## 12.3 Vendor Contracts Template 2023/24

It is recommended that the board approve the following Vendor Contracts Template 2023/24 for Elite Academic Academy - Lucerne.

[2023-2024 EMR Community Partner Packet EAACS\\_complete.pdf](#)

[2023-2024 VCI Community Partner Packet EAACS\\_final revision\\_1.pdf](#)

Motion: Second:  
Vote:

## 12.4 Updated Administrative Salary Range 2023/24

It is recommended that the board approve the following Updated Administrative Salary Range 2023/24 for Elite Academic Academy - Lucerne.

[2023\\_2024 Staff Salary Ranges - Administrative Ranges \(Pending board approval\).pdf](#)

Motion: Second:  
Vote:

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## 13.0 Report of Action Taken in Closed Session

The Board will report any action taken in closed session as required by law.

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## 14.0 Calendar

The next regularly scheduled meeting is August 3rd, 2023 at 9:00 a.m.

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## 15.0 Board Comments and Future Planning

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## 16.0 Adjournment

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the eliteacademic.com or at the scheduled meeting. Board agenda back-up materials may also be requested by calling the School at 1(866)354-8302. In addition, if you would like a copy of any record related to an item on the agenda, please contact administration.

In compliance with the American with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the charter's board of directors, please contact the School at 1(866) 354-8302. Notification 72 hours prior to the meeting will enable the School to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the School shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

Motion: Second:  
Vote:

Time:



# Elite Academic Academy - Lucerne

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smartphone. Join Zoom Meeting

[https://eliteacademic.zoom.us/j/97566202696?](https://eliteacademic.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09)  
pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09 Meeting ID:  
975 6620 2696 Passcode: 920373

June 1st, 2023 at 9:00 am

43414 Business Park Drive, Temecula, CA 92590

23504 Lyons Avenue, Santa Clarita CA 91321

13255 Black Mountain Road San Diego, CA 92129

109 Don Carlos Way, Ojai, CA 93023



## Elite Academic Academy - Lucerne June 1st, 2023

### Board Of Directors - Elite Academic Academy - Lucerne

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#### Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference.

Members of the public may observe the meeting and offer public comment using the

following dial-in numbers and/or internet link: Join Zoom Meeting  
[https://eliteacademic.zoom.us/j/97566202696?](https://eliteacademic.zoom.us/j/97566202696?pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09)  
pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09 Meeting ID: 975 6620  
2696 Passcode: 920373

Time: 9:03 am

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#### 1.0 Call To Order

Roll Call:

Susan McDougal, Cody Simms, Kent Christensen

Present                      Present                      Present

Cody      Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

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#### 2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of June 1st, 2023.

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#### 3.0 Public Comment -Closed Session

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section 8.0 Public Comments at Board Meetings.

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#### 4.0 Adjourn to Closed Session

The board will consider and may act on any of the Closed Session matters listed in Agenda Item 13.0.

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#### 5.0 Closed Session

The Board will consider and may act on any of the following items in closed session; any action taken in closed session will be reported in open session as required by law.

5.1 Personnel Matters (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)

5.2 Employer/Employee Relations (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)

Time: 9:04 am

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#### 6.0 Pledge Of Allegiance

Led By: [Meghan Freeman](#)

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## 7.0 Open Session

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### 8.0 Public Comment

Please submit a request to speak to the Board of Directors. Cards can be asked for by emailing [galtamirano@eliteacademic.com](mailto:galtamirano@eliteacademic.com). Please complete and return the form for agendaized or non-agendaized items, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date. A request for disability-related modifications or accommodations in order to participate in the public meeting, including auxiliary aids or services, may be made to Ms. Meghan Freeman at [mfreeman@eliteacademic.com](mailto:mfreeman@eliteacademic.com) at least 72 hours prior to the meeting.

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## 9.0 General Functions

### 9.1 Informational Items

#### A. CEO Authorizer Report

[EAA-LU CEO Report May 2023.pdf](#)

### 9.2 Consent Agenda

It is recommended that the board approve the following consent agenda items.

#### A. Meeting Minutes from May 4th , 2023

[EAA-LU 05.04.23.pdf](#)

#### B. Warrant Register

[WarrantRegisterLU\\_May\\_2223.pdf](#)

#### C. New Instructional Materials Community Partners

[Elite Academic Instructional Service Community Partner\\_May\\_23 - VCI Community Partners.pdf](#)

#### D. New Educational Materials Community Partners

[Elite Academic Educational Materials Partner\\_May\\_23.xlsx - EM Partners.pdf](#)

#### E. Job Descriptions

[JD - DUSD Peak Performance On-Site Lead \(pending board approval\).pdf](#)

[JD - Assistant Director of Flex \(pending board approval\).pdf](#)

[JD - DUSD Peak Performance Engagement Coach \(pending board approval\).pdf](#)

[JD - DUSD Peak Performance High School Content Teacher \(pending board approval\).pdf](#)

[JD - Guidance Counselor \(pending board approval\).pdf](#)

[JD - Temporary Level Up Liaison - Athletic Lead](#)

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

(Certificated) (pending board approval).pdf

JD Coordinator of Creative Music\_Lead Teacher.pdf

## F. Annual Re-Occurring Expenses 2023/24

FY23.24\_LU\_Reccuring Contracts.pdf

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### 10.0 Personnel Services

#### 10.1 Chief Academic Innovations Officer Contract

It is recommended that the board approve the following Chief Academic Innovations Officer Contract for Elite Academic Academy - Lucerne.

[23240061 Cabinet Contract \(Certificated Notice of Employment\).pdf](#)

#### 10.2 Chief Student Development Officer Contract

It is recommended that the board approve the following Chief Student Development Officer Contract for Elite Academic Academy - Lucerne.

[23240003 Cabinet Contract \(Certificated Notice of Employment\).pdf](#)

#### 10.3 Letters of Intent for Temporary Certificated Hires

It is recommended that the board ratify the following Letters of Intent for Temporary Certificated Hires for Elite Academic Academy - Lucerne.

[Temporary Certificated Temp LOIs.pdf](#)

#### 10.4 Letters of Intent for Temporary Classified Hires

It is recommended that the board ratify the following Letters of Intent for Temporary Classified Hires for Elite Academic Academy - Lucerne.

[Temporary Classified LOI.pdf](#)

#### 10.5 Temporary Certificated Employee Contracts

It is recommended that the board ratify the following Temporary Certificated Employee Contracts for Elite Academic Academy - Lucerne.

[Temp Certificated Contracts LU.pdf](#)

#### 10.6 Temporary Classified Employee Contracts

It is recommended that the board ratify the following Temporary Classified Employee Contracts for Elite Academic Academy - Lucerne.

[Temporary Classified Contracts LU.pdf](#)

#### 10.7 Letters of Intent for Certificated Hires

It is recommended that the board ratify the following Letters of Intent for Certificated Hires for Elite Academic Academy - Lucerne.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

\* Motion to open items 10.3-10.9  
together:  
Motion: Cody  
Second: Kent

[Certificated LOIs LU.pdf](#)

## 10.8 Certificated Employee Contracts

It is recommended that the board ratify the following Certificated Employee Contracts for Elite Academic Academy - Lucerne.

[23240429.pdf](#)

[23240414.pdf](#)

[23240410.pdf](#)

Motion: Second:

Vote: **Susan; Aye, Cody; Aye, Kent; Aye.**  
Item carries 3-0.

## 10.9 2023/24 Employee Contracts

It is recommended that the board ratify the following 2023/24 Employee Contracts for Elite Academic Academy - Lucerne.

[Elite Proposed 23.24 Position Contracts.xlsx](#)

Motion: Second:

Vote: **Susan; Aye, Cody; Aye, Kent; Aye.**  
Item carries 3-0.

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## 11.0 Public Hearing

Please submit a Request to Speak to the Board of Directors. Cards can be asked for by emailing [mfreeman@eliteacademic.com](mailto:mfreeman@eliteacademic.com) completing and returning it, For non-agendized items to the CEO, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date.

Open (Time): **9:28 am**  
Close (Time): **9:44 am**

## 11.1 2023/24 Annual Budget Hearing

[FY 23.24 EAA CASH FLOW\\_BUDGET - LU - Board Report.pdf](#)

[FY23.24\\_EAA\\_LU\\_Budget Presentation.pdf](#)

[Cody](#) [Kent](#)

Motion: Second:

Vote: **Susan; Aye, Cody; Aye, Kent; Aye.**  
Item carries 3-0.

Open (Time): **9:45 am**  
Close (Time): **9:59 am**

## 11.2 2023/24 Local Control Accountability Plan (LCAP)

[LCAP - LU.pdf](#)

[2023\\_LCAP-Lucerne\\_20230531 \(1\).pdf](#)

[Cody](#) [Kent](#)

Motion: Second:

Vote: **Susan; Aye, Cody; Aye, Kent; Aye.**  
Item carries 3-0.

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## 12.0 Business Services

### 12.1 VARI Invoice

It is recommended that the board approve the following VARI Invoice for Elite Academic Academy - Lucerne.

[VARI Invoice.pdf](#)

[Cody](#) [Kent](#)

Motion: Second:

Vote: **Susan; Aye, Cody; Aye, Kent; Aye.**  
Item carries 3-0.

### 12.2 Salary Resolution 2023/24

It is recommended that the board approve the following Salary Resolution 2023/24 for Elite Academic Academy - Lucerne.

[EAA-LU Salary Resolution 23.24.pdf](#)

[Cody](#) [Kent](#)

Motion: Second:

Vote: **Susan; Aye, Cody; Aye, Kent; Aye.**  
Item carries 3-0.

### 12.3 Staff Salary Ranges 2023/24

It is recommended that the board approve the following Staff Salary Ranges 2023/24 for Elite Academic Academy - Lucerne.

[2023\\_2024 Staff Salary Ranges \(pending board approval\).xlsx](#)

[Cody](#) [Kent](#)

Motion: Second:

Vote: **Susan; Aye, Cody; Aye, Kent; Aye.**  
Item carries 3-0.

### 12.4 NXTLVL Contract

It is recommended that the board retroactively approve the following NXTLVL Contract for Elite Academic Academy - Lucerne.

[Cody](#) [Kent](#)

Motion: Second:

Vote: **Susan; Aye, Cody; Aye, Kent; Aye.**  
Item carries 3-0.

[23.24 NXTLVL Contract.pdf](#)

## 12.5 Professional Development Proposals

It is recommended that the board approve the following Professional Development Proposals for Elite Academic Academy - Lucerne.

[AV Quote 06.13.23 PD.pdf](#)

[Elite Staff Pros Meeting Master Estimate.pdf](#)

## 12.6 Board of Directors Meeting Schedule 2023-24

It is recommended that the board approve the following Board of Directors Meeting Schedule 2023-24 for Elite Academic Academy - Lucerne.

[EAA-LU 2023-24 Board of Directors Meetings Calendar \(2\).pdf](#)

## 12.7 Computer Equipment Proposals

It is recommended that the board approve the following Computer Equipment Proposals for Elite Academic Academy - Lucerne.

[Apple ELITE ACADEMIC ACADEMY Invoice.pdf](#)

[Staples - EAA LU Opp 10052467 Chromebook Lucerne Dist.pdf](#)

## 12.8 Whoop Proposal 23/24

It is recommended that the board approve the following Whoop Proposal 23/24 for Elite Academic Academy - Lucerne.

[EAA Lucerne 2023 - WHOOP Quote \(1\).pdf](#)

## 12.9 DocuSign Proposal

It is recommended that the board approve the following DocuSign Proposal for Elite Academic Academy - Lucerne.

[EAA-LU - RENEWAL Proposal DocuSign.pdf](#)

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## 13.0 Educational Services/Policy Development

### 13.1 Declaration of Need 2023-24

It is recommended that the board approve the following Declaration of Need 2023-24 for Elite Academic Academy - Lucerne.

[EAA-LU Declaration of Need 23.24.pdf](#)

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## 14.0 Report of Action Taken in Closed Session

The Board will report any action taken in closed session as required by law.

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## 15.0 Calendar

The next regularly scheduled meeting is June 14th, 2023 at 8:30 a.m.

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## 16.0 Board Comments and Future Planning

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## 17.0 Adjournment

In compliance with Government Code section 54957.5, open session materials distributed to Board Members for review prior to a meeting may be viewed at the eliteacademic.com or at the scheduled meeting. Board agenda back-up materials may also be requested by calling the School at 1(866)354-8302. In addition, if you would like a copy of any record related to an item on the agenda, please contact administration.

In compliance with the American with Disabilities Act, if you need special

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Cody Kent

Motion: Second:

Vote: Susan; Aye, Cody; Aye, Kent; Aye.  
Item carries 3-0.

Time: 10:10 am



assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the charter's board of directors, please contact the School at 1(866) 354-8302. Notification 72 hours prior to the meeting will enable the School to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the School shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

**Staff Present:**  
Meghan Freeman  
Gena Altamirano  
Laura Spencer  
Antonette Sims  
Adam Woodard  
Teresa Schaffer  
Kris Mason  
Ashlea Kirkland  
Scott Michaelson  
Misty Cervantes  
Jen Edick  
Devin Steele  
Allison Watters  
Evan Jorgensen  
Amberlee Potrero  
Karen Makkai  
Ashly Steele  
Nolan Smith  
Monique Waithe  
Tracy Hasper



## DUSD On-Site Teacher of Record - Virtual

### *Job Description*

<b>Position Title:</b>	DUSD On-Site Teacher of Record - Virtual
<b>Reports to:</b>	Director of Virtual (or designee)
<b>Classification:</b>	Certificated
<b>Pay Range:</b>	Daily rate depending on experience
<b>Work Schedule:</b>	186-224 days
<b>Location:</b>	Remote classroom with travel

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**Position Summary:** An *Elite Academic Academy* DUSD On-Site Teacher of Record - Virtual is responsible for fostering student academic, social, and emotional learning in a virtual setting for grades 6-12. Teachers will instruct students in a virtual setting; and therefore, must be self-starters and have a creative mindset that facilitates students through relevant and rigorous learning objectives. Teachers will provide in-person academic and enrichment support 2 days a week at a location within DUSD.

**Qualifications:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Bachelor's Degree or higher from an accredited university.
- A valid, current, and appropriate California state Teaching Credential (ELL Authorization, or BCLAD, or CLAD).
- *Desirable:* Career Technical Education Credential (CTE Credential); Dual single subject credential or PPS Credential.
- State and Federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

- Proof of a clear TB test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License and proof of valid car insurance policy.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

### **Section 1: Management of Homeroom Caseload**

- Maintain daily communication through synchronous sessions with students and parents/guardians through Zoom (or the like) (30 minute minimum per week).
- Hold weekly check-in meetings with students to review student progress and support.
- Ensure students are attending Live Sessions with Content Teachers.
- Monitor student progress in various courses.
- Assess students academic needs.
- Collaborate with students to track self-progress.
- Monitor homeroom student attendance, engagement, and live sessions.
- Collect needs assessment and detail Community Partnership placement for students.
- Collect student work samples from caseloads.
- Collaborate with colleagues to create success plans for struggling students in various courses.
- Directly communicate general announcements with parents/guardians, students, and community partners.
- Consistently update communication log/documentation in Student Information Systems.
- Communicate lessons and create supplemental lessons for homeroom curriculum.
- Complete Compliance Work in the Student Information System.
- Complete ordering of curriculum and materials for students.
- Assist parents/guardians with Elite processes and procedures such as signing compliance work and business department services.

### **Section 2: Student Supports**

- Actively participates in Parent Conferences.
- Support students in collaboration with the Student Support Department, Student Development Department, or Academic Innovation Department as needed.
- Create lesson plans that meet state educational standards.
- Creatively supplement curriculum to engage students.
- Supports Special Education by attending IEP/504/SST and filling out forms/communications.
- Differentiates instruction to meet student needs/provides additional or supplemental materials when needed.
- Establishes positive and appropriate student-teacher relationships.
- Provides "Elite Progress Support Plans" for students who need to catch up on assignments or students who are struggling in course(s).

### **Section 3: Professional Development & Staff Collaboration**

- Attends weekly collaborative meetings with colleagues for lesson planning/best practices/feedback/support.
- Attends and participates in bi-weekly staff meetings/professional development.
- Weekly communication with administrator to ensure teacher success and support.
- Fulfills school-wide and individual LCAP/SMART goals.
- Demonstrate professionalism and interpersonal skills.
- Enrich personal skill sets and knowledge by attending outside professional development opportunities.
- Attend two in-person or virtual school events a month to build school culture and pride.
- Attend a minimum of 4 field trips (2 in person, and 2 virtual) per semester, during the school year (not including mandatory Professional Development events).

#### **Section 4: General & Essential Duties**

- Proctors exams and other assessments (locally/various counties).
- Follows and adheres to Elite Academic Academy Charter policies and procedures.
- Maintains a record of student work.
- Maintains current up-to-date grades.
- Understand digital file organization.
- Follows legal mandates and procedures according to reporting (Child Abuse and Neglect Act).
- Consistently follows office hours availability for students.
- Responds to all stakeholders inquiries/communications within a 24 hour period.
- Document and resolve all informal and formal complaints with parents, students, and staff in a professional manner.
- Adhere to Elite Academic Academy policies and procedures according to the staff handbook.
- Ensure and maintain compliance with the Uniform Complaint Policy and the Uniform Technology policy.
- Use technology for assessing students, collecting data, and analyzing data.
- Uses Google Calendar of events and meetings for transparency

#### **Section 5: In-Person Support for DUSD Students**

- Provides in-person support for 2 days a week at a location within DUSD
- Plans and implements academic support for students
- Coordinates, plans and supports students with enrichment activities
- Updates students' Teachers of Record regarding the academic progress and areas for growth
- Helps Teachers of Record create action plans and goals for student intervention, enrichment, and acceleration
- Implements accommodations per students' IEPs and 504 plans while providing in-person support and enrichment

#### **Knowledge of:**

- Online platforms and technology use.
- Demonstrates excellent computer and typing skills.

- Career Technical Education Pathways.
- Academic and emotional growth and development of school aged children.
- Current job market trends and skills.
- Best practices to engage student learning.
- Current state testing.
- Special Education, English Language Learners, and 504 practices and procedures.
- Methods, pedagogy, and techniques used to develop and instruct curriculum.
- General knowledge of Education Codes and laws.

**Ability to:**

- Foster engaging activities and learning for student success through the use of technology.
- Provide individualized instruction to students by promoting interactive learning.
- Create a safe space for students to learn where diverse thinking is celebrated.
- Facilitate an online and in-person classroom culture of creativity and diversity.
- Demonstrate exemplary communication skills (oral and written).
- Demonstrates excellent time management.
- Cultivate positive rapport with students, staff, parents, and community stakeholders.
- Assess student needs and individualize instruction according to their needs/goals.
- Collaborative with colleagues on an ongoing basis.
- Assist in curriculum development.
- Work flexible hours; sometimes weekends and/or evenings.
- Accessible access to the internet.
- Demonstrate integrity when making decisions.
- Travel locally, nationally, and internationally with student enrichment and educational trips.

**Work Environment:**

- Blended position (remotely & locally)
- In-home Office
- On-site at a location within DUSD
- Occasional travel may be required by personal vehicle
- Flexible Hours

**Physical Demands:**

- Lifting up to 25 lbs.
- Sitting or standing for extended periods of time.
- Ability to see and read clearly to monitor student progress online.
- Dexterity of hands for computer use.
- Ability of hearing for listening.
- Ability of speaking to properly exchange information.
- Traveling long distances.

**HAZARDS:**

Contact with dissatisfied individuals.

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**Employee Acknowledgement:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**DUSD Administrative Assistant  
Job Description**

**Job Title:** DUSD Administrative Assistant  
**Position Type:** Part-Time/Temporary  
**Department:** Student Services Department  
**Reports To:** Peak Performance On-Site Lead  
**FLSA:** Non-Exempt; At Will Employee  
**Pay:** Hourly Per Contract

**JOB SUMMARY:**

The DUSD Administrative Assistant mainly supports the Student Services, and functions as the primary point of contact for DUSD Admissions for students at your DUSD school site. This position requires highly-effective interpersonal, organizational, and communication skills (both oral and written) in order to effectively interface with parents, students and staff members.

**ESSENTIAL DUTIES:**

- Collaborate and coordinate with administrative team members to collect all admissions paperwork/student information data needed for enrolled DUSD students.
- Work with the Peak Performance On-Site Lead to collect missing documentation.
- Contact families to collect missing documents.
- Work with Calpads Technician on enrollments and withdrawals.

**Other Duties:**

- Documenting and reporting to Charter management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; and ensuring compliance with the Charter's Uniform Complaint Policy, the Charter's Uniform Technology Policy, and the provisions of

*DUSD Administrative Assistant Job Description  
Pending Board Approval*

- California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

**KNOWLEDGE OF:**

- School Enrollment Requirements.
- Student Information System.
- Telephone techniques and etiquette.
- Modern office practices, procedures and equipment.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Operation of a computer and assigned software.
- Record-keeping and report preparation techniques.
- Mathematical computations.

**EDUCATION AND EXPERIENCE:**

Experience with data entry, student information system, and independent study compliance. Any other qualifications the Board of Education may deem necessary or desirable.

**WORKING CONDITIONS/ENVIRONMENT:**

- Office and school site environment.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information in person or on the telephone.
- Seeing to read a variety of materials.
- Sitting or standing for extended periods of time.
- Bending at the waist, kneeling or crouching to file materials.

Employee Acknowledgement:

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Employee Name



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Employee Signature

Date

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Name	First Name	Position	Start Date	Charter	Letter of Intent
[REDACTED]	S.	Coach/Content Teacher	26-Jun-23	Lucerne	Signed

Name	First Name	Position	Start Date	Charter	Letter of Intent	
[REDACTED]	R.	Instructional Aide	26-Jun-23	Lucerne	Signed	


<b>EE Code</b>	<b>Charter</b>	<b>Start Date</b>	<b>Position</b>	<b>Contract Status</b>
23240421	Lucerne	2023-08-14	TOR - Flex	Signed
23240438	Lucerne	2023-08-14	TOR - Flex	Signed
23240448	Lucerne	2023-08-14	TOR - Homeschool	Signed
23240439	Lucerne	2023-07-01	CTE Teacher	Signed
23240445	Lucerne	2023-08-14	TOR - Homeschool	Signed
23240440	Lucerne	2023-08-14	TOR - Homeschool	Signed

EAA - Lucerne  
 FY 23.24 Adopted Budget Report  
 June 2023

	2021-22	2022-23	2023-24	2024-25
	Audited Actuals	Projected Budget	Projected Budget	Projected Budget
	<b>ADA</b>	<b>675.55</b>	<b>828.70</b>	<b>1035.88</b>
<b>REVENUE</b>				
LCFF	6,836,276	9,493,274	12,714,424	14,034,019
Special Education - state	417,341	587,790	730,313	774,132
Special Education - federal	120,025	83,787	107,290	113,727
Title I & II	70,673	107,959	135,521	143,652
Lottery	145,458	195,572	245,502	260,233
Mandate Block Grant	15,878	21,175	26,581	28,176
ESSER 1 & 2 & Other CV Relief	359			
ESSER 3	342,916	100,000		
Educator Effectiveness	63,937		110,000	
MTSS		50,000		
ELO	210,968	117,969		
A-G Completion	35,000		115,000	
Universal Pre- K		26,204		
CTEIG	86,875	385,471	250,000	250,000
6 Learning Recovery Emergency Block Grant			418,189	418,189
3 Arts, Music, and Instructional Materials		50,000.00	199,984	199,984
Ethnic Studies		4,500		
Other miscellaneous	10,186	25,904		
<b>Total Revenue</b>	<b>8,355,892</b>	<b>11,249,604</b>	<b>15,052,804</b>	<b>16,222,111</b>
<b>EXPENSES</b>				
Salary Expense - certificated	3,365,449	4,457,059	5,816,302	6,165,280
Salary Expense - classified	461,968	531,335	684,416	725,481
<b>Total Salary Expense</b>	<b>3,827,417</b>	<b>4,988,393</b>	<b>6,500,718</b>	<b>6,739,165</b>
Benefits & Taxes	940,876	1,320,680	1,823,831	1,933,260
Materials & Supplies	591,621	899,673	1,452,036	1,539,158
Services & Operating Expenses	2,927,380	3,867,567	4,964,128	5,261,976
Interest Expense	35,094	103,942	130,479	156,574
<b>Total Expenses</b>	<b>8,322,388</b>	<b>11,180,255</b>	<b>14,871,192</b>	<b>15,630,134</b>
Net Surplus (Deficit)	33,504	69,349	181,612	591,978
Beginning Fund Balance	1,352,516	1,386,020	1,455,369	1,636,981
Ending Funding Balance	1,386,020	1,455,369	1,636,981	2,228,959

**ASSUMPTIONS:**

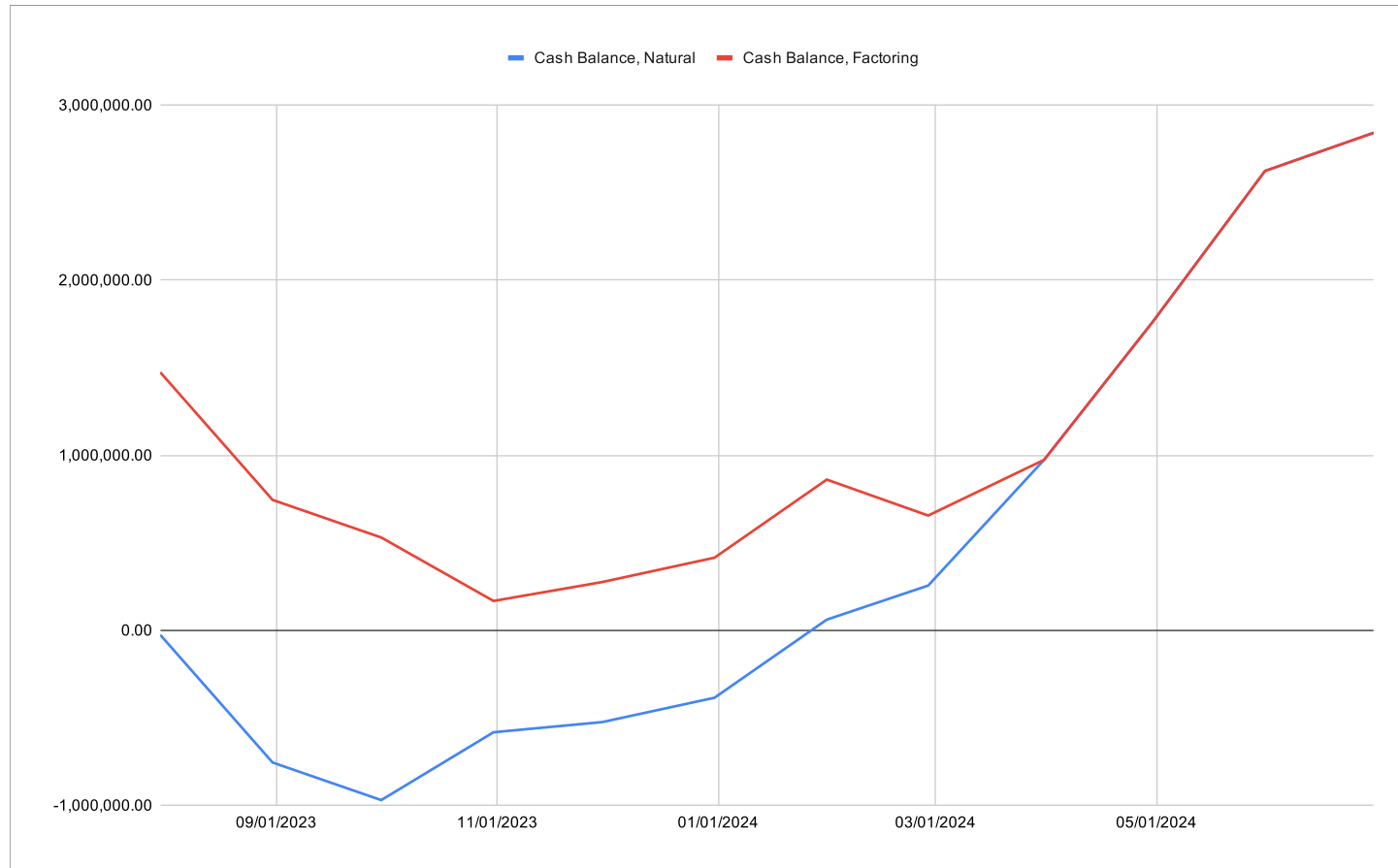
- 1) The average daily attendance (ADA) for the 2023-24 year is projected to be 1035.88
- 2) As per May Revise, COLA is conservatively set at 5% (Gov's office has quoted 8.22%)
- 3) 2023-24 Non-recurring revenue is projected to be \$1,093,173 (in green)
- 4) Learning Recovery Emergency Block Grant and Arts, Music, and Instructional Materials Grant are currently under review for action by Gov. Newsom.
- 5) All other 2023-24 revenue is a function of ADA.
- 6) The FY 2023-24 beginning fund balance at June 30, 2023 is \$1,455,369, with a projected surplus of \$181,612, for a projected ending fund balance of \$1,636,981 at June 30, 2024.

Projected 23.24				TOTAL ADA	
LU	Trk B	Trk A	TOTAL	FY 22.23	FY 22.24
	TK-3	240.57		828.70	
	4-6	163.88			
	7-8	119.06			
	9-12	121.05	391.32		1035.88
<b>TOTAL</b>			<b>1,035.88</b>		



## LU CASH GRAPH

	07/31/2023	08/31/2023	09/30/2023	10/31/2023	11/30/2023	12/31/2023	1/31/2024	2/28/2024	03/31/2024	04/30/2024	05/31/2024	06/30/2024
Cash Balance, Natural	-26,243.48	-755,102.24	-969,794.57	-582,296.77	-524,268.58	-385,212.20	60,948.91	255,632.78	973,760.07	1,762,227.69	2,623,996.60	2,841,834.77
Cash Balance, Factoring	1,473,756.52	744,897.76	530,205.43	167,703.23	275,731.42	414,787.80	860,948.91	655,632.78	973,760.07	1,762,227.69	2,623,996.60	2,841,834.77



Charter School Attendance		CHARTER NAME: Elite Academic Academy - Lucerne										
Form Revised 4/25/2023		CHARTER #: 1923										
Fiscal Year 2023-24 Budget												
Projected ADA												
Charter Authorizer: Lucerne Valley USD	Line	2022-23		2023-24			2024-25			2025-26		
		Actual ADA P-2	Funded ADA *	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Year
Non Classroom Funding Determination Rate *		100%										
TK/K-3:												
Regular ADA	A-1	229.05		240.57		5.03%	255.00		6.00%	270.30		6.00%
Classroom-based ADA included in A-1	A-2											
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	229.05		240.57		5.03%	255.00		6.00%	270.30		6.00%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	229.05	229.05	240.57	240.57	5.03%	255.00	255.00	6.00%	270.30	270.30	6.00%
ADA for Students in Transitional Kindergarten (Lines A-1, A-3, A-5, and A-7, TK/K-3 Column, First Year ADA Only)	B-1	19.63		24.54		25.00%	26.01		6.00%	27.57		6.00%
Grades 4-6												
Regular ADA	A-1	156.03		163.88		5.03%	173.71		6.00%	184.14		6.00%
Classroom-based ADA included in A-1	A-2											
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	156.03		163.88		5.03%	173.71		6.00%	184.14		6.00%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	156.03	156.03	163.88	163.88	5.03%	173.71	173.71	6.00%	184.14	184.14	6.00%
Grades 7-8												
Regular ADA	A-1	113.36		119.06		5.03%	126.20		6.00%	133.78		6.00%
Classroom-based ADA included in A-1	A-2											
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	113.36		119.06		5.03%	126.20		6.00%	133.78		6.00%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	113.36	113.36	119.06	119.06	5.03%	126.20	126.20	6.00%	133.78	133.78	6.00%

Charter School Attendance		CHARTER NAME: Elite Academic Academy - Lucerne										
Form Revised 4/25/2023		CHARTER #: 1923										
Fiscal Year 2023-24 Budget Projected ADA												
Charter Authorizer: Lucerne Valley USD	Line	2022-23		2023-24			2024-25			2025-26		
		Actual ADA P-2	Funded ADA *	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Year
Grades 9-12												
Regular ADA	A-1	330.26		512.36		55.14%	543.10		6.00%	575.69		6.00%
Classroom-based ADA included in A-1	A-2											
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	330.26		512.36		55.14%	543.10		6.00%	575.69		6.00%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	330.26	330.26	512.36	512.36	55.14%	543.10	543.10	6.00%	575.69	575.69	6.00%
Totals												
Regular ADA	A-1	828.70		1,035.87		25.00%	1,098.02		6.00%	1,163.90		6.00%
Classroom-based ADA included in A-1	A-2	-		-			-			-		
Extended Year Special Ed	A-3	-		-			-			-		
Classroom-based ADA included in A-3	A-4	-		-			-			-		
Special Ed - NPS	A-5	-		-			-			-		
Classroom-based ADA included in A-5	A-6	-		-			-			-		
Extended Year Special Ed - NPS	A-7	-		-			-			-		
Classroom-based ADA included in A-7	A-8	-		-			-			-		
ADA Totals (A-1, A3, A5, A7)	A-9	828.70		1,035.87		25.00%	1,098.02		6.00%	1,163.90		6.00%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	828.70	828.70	1,035.87	1,035.87	25.00%	1,098.02	1,098.02	6.00%	1,163.90	1,163.90	6.00%
<b>Total Funded ADA</b>			<b>828.70</b>		<b>1,035.87</b>			<b>1,098.02</b>			<b>1,163.90</b>	

\* For non-classroom, P-2 ADA is multiplied by Funding Determination %. Use this amount in the LCFF calculator and any other ADA based revenue calculations.

Fiscal Year 2023-24 Budget

Form Revised 4/25/2023

ASSUMPTIONS:	2023-24	2024-25	Change	2025-26	Change
<b>Local Control Funding (LCFF) - BAS/FCMAT Calculator:</b>					
COLA (on Base)	5.00%	3.94%	-1.06%	3.29%	-0.65%
Total Phase-In Entitlement (FCMAT calculator, Summary Tab)	\$ 12,714,424	\$ 14,034,019	10.38%	\$ 15,365,690	9.49%
LCAP: Public Hearing Date (mm/dd/yyyy)					
Board Approval Date (mm/dd/yyyy)					
<b>Lottery Allocation Amount Per ADA:</b>					
Unrestricted	\$ 170	\$ 170	\$ -	\$ 170	\$ -
Restricted	\$ 67	\$ 67	\$ -	\$ 67	\$ -
<b>ADA/Enrollment:</b>					
Total Non-Classroom Based (Independent Study) ADA	1,035.87	1,098.02	62.15	1,163.90	65.88
Total Funded Non-Classroom Based (Independent Study) ADA	1,035.87	1,098.02	62.15	1,163.90	65.88
Total Classroom Based ADA	-	-	0.00	-	0.00
Total Funded P-2 Attendance	1,035.87	1,098.02	62.15	1,163.90	65.88
Estimated Enrollment PY CBEDS Certified Enrollment	866	918	51.97	973	55.09
Enrollment Growth Over Prior Year	#DIV/0!	6.00%		6.00%	
ADA to Enrollment Ratio 2022-23 #DIV/0!	119.58%	119.58%		119.58%	
Unduplicated Count PY CBEDS Certified Unduplicated Count	446	473	26.77	501	28.38
Unduplicated Pupil % (FCMAT LCFF Calc, Summary Tab, Rolling %) 2022-23	50.49%	51.52%		51.52%	
<b>Certificated Salaries and Benefits:</b>					
Number of Teachers (FTE)	51.00	54.00	3.00	57.00	3.00
Number of Certificated Management FTEs	8.00	9.00	1.00	10.00	1.00
Number of Other Certificated FTEs	3.00	3.00	0.00	3.00	0.00
Classroom Staffing Ratio - Students per FTE	16.99	17.00	0.02	17.08	0.07
Teachers Increased/(Decreased) for projected Enrollment change over PY	3.00	3.00	0.00	2.00	-1.00
Average Teacher FTE Salary	\$ 79,095	\$ 81,468	3.00%	\$ 83,912	3.00%
Average Certificated Management FTE Salary	\$ 150,334	\$ 154,844	3.00%	\$ 159,490	3.00%
Average Other Certificated FTE Salary	\$ 34,194	\$ 35,220	3.00%	\$ 36,276	3.00%
Cert Step and Column Increase (Total Annual Cost)					
Other Pay, Stipends, Extra Pay	\$ 206,600	\$ 212,798	3.00%	\$ 219,182	3.00%
Health and Welfare Cost per Employee	\$ 7,415	\$ 7,637	3.00%	\$ 7,866	3.00%
Retirement Cost per Cert Employee					
STRS Rate	19.10%	19.10%	0.00%	19.10%	0.00%
Optional - Additional information/explanation of Certificated S&B Assumptions above (calculation methodology, inclusions/exclusions, etc...):					
Explain any year over year changes (+/- positions, budgeted salary increases (ongoing or one-time), health and welfare contribution changes, etc...):					
<b>Classified Salaries and Benefits:</b>					
Number of Classified (Non-Mgmt) FTEs	13.00	15.00	2.00	17.00	2.00
Number of Classified Management FTEs	1.00	1.00	0.00	1.00	0.00
Average Salary per Classified Non-Mgmt FTE	\$ 35,385	\$ 37,154	5.00%	\$ 39,011	5.00%
Average Salary per Classified Mgmt FTE	\$ 224,417	\$ 235,638	5.00%	\$ 247,420	5.00%
Class Step and Column Increase (Total Annual Cost)					
Other Pay, Stipends, Extra Pay	\$ 22,943	\$ 23,632	3.00%	\$ 24,340	3.00%
Health and Welfare Cost per Class Employee	\$ 4,128	\$ 4,252	3.00%	\$ 4,379	3.00%
Retirement Cost per Class Employee					
PERS Rate			0.00%		0.00%
Optional - Additional information/explanation of Certificated S&B Assumptions above (calculation methodology, inclusions/exclusions, etc...):					
Explain any year over year changes (+/- positions, budgeted salary increases (ongoing or one-time), health and welfare contribution changes, etc...):					

Fiscal Year 2023-24 Budget

Form Revised 4/25/2023

ASSUMPTIONS:	2023-24	2024-25	Change	2025-26	Change
<b>Statutory Benefits</b>					
FICA (Social Security)	6.20%	6.20%	0.00%	6.20%	0.00%
Medicare Tax	1.45%	1.45%	0.00%	1.45%	0.00%
Unemployment	1.23%	1.23%	0.00%	1.23%	0.00%
Workers Comp	1.00000%	1.00000%	0.00%	1.00000%	0.00%
<b>Facilities:</b>					
Rent	\$ 85,867	\$ 88,443	3.00%	\$ 91,096	3.00%
Electricity	\$ 2,425	\$ 2,498	3.00%	\$ 2,573	3.00%
Heating (gas)					
Other					
Explain "Other" facility costs:					
<b>Administrative Service Agreements:</b>					
3.00% Oversight Fees to Sponsor	\$ 381,433	\$ 421,021	10.38%	\$ 460,971	9.49%
Administrative Service Contract					
Other Contracted Costs					
<b>List Noteworthy Assumptions for other budget line items: (Books, Supplies, Services, Capital Outlay, Debt, etc.)</b>					

CHARTER NAME: Elite Academic Academy - Lucerne

CHARTER NAME: Elite Academic Academy - Lucerne

Form Revised 4/25/2023

DATE PREPARED: 6/7/2023

2023-24 Budget Cash Flow

2023-24 Budget Cash Flow

		July	%	August	%	September	%	October	%	November	%	December	%	January	%	February	%	March	%	April	%	May	%	June	%	Estimated	Projected					
		Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Actual	Total	Budget	Difference			
<b>Beginning Cash Balance</b>		July 1 Cash	771,253																													
<b>REVENUE</b>																																
<b>LCF Sources</b>																																
LCF - Finance	8011	-	-	498,455	4.08%	498,455	4.08%	897,219	7.34%	897,219	7.34%	897,219	7.34%	897,219	7.34%	897,219	7.34%	1,413,322	11.57%	1,413,322	11.57%	1,413,322	11.57%	1,413,322	11.57%	1,413,322	11.57%	1,092,777	12,219,009	12,219,009		
EPA	8012	-	-	-	-	-	-	42,401	20.47%	-	-	-	-	42,400	20.47%	-	-	-	-	73,919	35.68%	-	-	-	-	-	-	48,453	207,174	207,174		
State Aid - Prior Year	8019	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
In-Lieu Property Taxes	8056	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	288,241	288,241			
Federal	8100-8299	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	242,811	242,811			
<b>State</b>																																
Lottery - Unrestricted	8560	-	-	-	-	-	-	4,241	2.31%	-	-	-	-	92,173	50.11%	-	-	-	-	92,241	28.40%	-	-	-	-	-	-	35,273	183,927			
Lottery - Prop 20 - Restricted	8560	-	-	-	-	-	-	-	-	-	-	-	-	16,319	22.51%	-	-	-	-	23,714	32.71%	-	-	-	-	-	32,466	72,489	72,489			
Other State Revenue	8300-8599	45,102	4.03%	7,794	0.69%	80,760	7.21%	123,033	10.99%	-	-	27,000	2.41%	9	0.00%	-	-	42,819	3.81%	-	-	-	-	-	-	793,474	1,119,754	1,119,754				
<b>Local</b>																																
Interest	8660	-	-	-	-	-	-	-	-	-	-	-	-	56,193	7.69%	56,193	7.69%	56,193	7.69%	56,193	7.69%	158,798	21.74%	59,718	8.18%	-	168,391	730,313	730,313			
AB202 Local Special Education Transfer	8792	-	-	-	-	31,220	4.27%	87,413	11.97%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Other Local Revenues	8900-8999	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
<b>Total Revenues</b>		\$ 45,102	0.30%	\$ 508,209	3.98%	\$ 610,435	4.05%	\$ 1,154,308	7.68%	\$ 897,219	5.98%	\$ 980,412	6.51%	\$ 1,104,314	7.33%	\$ 953,412	6.33%	\$ 1,512,134	10.04%	\$ 1,721,994	11.43%	\$ 1,781,280	11.69%	\$ 1,413,322	9.38%	\$ 2,403,575	\$ 15,063,717	\$ 15,063,717				
<b>EXPENDITURES</b>																																
Classified Salaries	1000-1999	478,102	8.22%	498,495	8.54%	487,062	8.37%	482,579	8.30%	482,579	8.30%	482,579	8.30%	482,579	8.30%	482,579	8.30%	482,579	8.30%	482,579	8.30%	482,579	8.30%	482,579	8.30%	482,579	8.30%	11,434	5,816,302	5,816,302		
Classified Salaries	2000-2999	47,848	6.99%	68,344	9.99%	55,419	8.10%	55,419	8.10%	55,419	8.10%	55,419	8.10%	55,419	8.10%	55,419	8.10%	55,419	8.10%	55,419	8.10%	55,419	8.10%	55,419	8.10%	55,419	8.10%	55,419	8.10%	14,633	684,416	684,416
Benefits	3000-3999	166,447	9.13%	149,934	8.22%	148,871	8.05%	179,281	8.93%	149,204	8.02%	146,038	8.01%	145,528	8.02%	146,208	8.02%	151,863	8.33%	142,482	7.81%	142,432	7.81%	154,328	8.49%	5,293	1,933,831	1,933,831				
Books & Supplies	4000-4999	396,746	27.32%	232,672	16.02%	153,917	10.62%	147,000	10.12%	24,119	1.96%	41,628	2.86%	32,915	2.24%	164,312	11.32%	128,147	8.83%	105,356	7.26%	(19,714)	-	45,439	3.13%	(0)	1,452,036	1,452,036				
Contracts & Services	5000-5999	825,201	16.62%	342,202	6.89%	268,435	5.41%	358,402	7.22%	311,029	6.27%	322,026	6.49%	322,106	6.49%	364,700	7.35%	437,070	8.80%	426,985	8.60%	228,425	4.60%	787,456	15.26%	(0)	4,964,128	4,964,128				
Capital Outlay	6000-6999	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Other Equip	7100-7499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Debt Service (see Debt Form)	7400-7499	-	-	20,684	15.85%	92,336	40.11%	121	0.09%	34,196	26.21%	372	0.29%	48	0.04%	14,967	11.47%	197	0.15%	-	-	7,560	5.79%	-	-	0	130,479	130,479				
<b>Total Expenditures</b>		\$ 1,914,345	12.87%	\$ 1,310,132	8.81%	\$ 1,194,049	7.83%	\$ 1,222,802	8.22%	\$ 1,053,945	7.08%	\$ 1,047,963	7.05%	\$ 1,038,199	6.99%	\$ 1,228,275	8.26%	\$ 1,255,296	8.44%	\$ 1,212,620	8.10%	\$ 896,700	6.07%	\$ 1,486,229	10.05%	\$ 30,871	\$ 14,871,192	\$ 14,871,192				
<b>OTHER SOURCES/USES</b>																																
Other Sources/Contributions to Restricted Programs	8660	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Other Uses	7600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
<b>Net Sources &amp; Uses</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>PRIOR YEAR TRANSACTIONS</b>		July 1 - Beginning Balances	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	Remaining Balance		
Accounts Receivable	9210	1,688,868	1,044,627	61.85%	119,194	7.06%	54,829	3.25%	45,260	2.68%	-	-	-	-	-	-	-	-	387,126	22.92%	-	-	-	-	37,832	2.24%	-	1,688,868	-			
Prepaid Expenditures	9320	688,793	476,276	73.54%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	688,793	-			
(Accounts Payable)	9510	265,811	265,811	100.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	265,811	-			
(Line of Credit Payments)	9640	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Deferred Revenues	9650	1,311,094	692,922	52.85%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	692,922	618,173				
<b>NET PRIOR YEAR TRANSACTIONS</b>		\$ 758,733	\$ 592,170	78.06%	\$ 119,194	15.58%	\$ 54,829	7.23%	\$ 45,260	5.96%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 387,126	51.05%	\$ -	\$ -	\$ -	\$ -	\$ 37,832	4.86%	\$ -	\$ 1,206,411	\$ (447,873)			
<b>OTHER ADJUSTMENTS (LST)</b>																																
Capital Assets (Not included in Expenditures above)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Receivables Factoring Proceeds		2,000,000	-	-	-	-	-	-	-	1,500,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,500,000	-			
Receivables Factoring Payments		-	-	-	-	-	-	(600,000)	-	(600,000)	-	-	-	(600,000)	-	(600,000)	-	(600,000)	-	(600,000)	-	(750,000)	-	(250,000)	-	-	(3,500,000)	-				
Monthly Change in Accounts Payable		520,988	(314,525)	-60.37%	14,501	2.77%	53,166	9.82%	(72,972)	-13.72%	(80,643)	-15.14%	(93,867)	-17.52%	182,320	33.98%	(212,296)	-39.44%	(508,497)	-94.34%	(752,338)	-139.64%	(232,908)	-42.82%	-	-	265,811	-				
Monthly Change in Intercompany Payable		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
<b>TOTAL MISC ADJUSTMENTS</b>		\$ 2,520,988	\$ (314,525)	-12.48%	\$ 14,501	0.22%	\$ (37,806)	-0.54%	\$ (207,712)	-3.04%	\$ (80,643)	-1.20%	\$ (406,132)	-6.03%	\$ 182,320	2.73%	\$ (712,296)	-10.61%	\$ (508,497)	-7.53%	\$ (752,338)	-11.14%	\$ (232,908)	-3.43%	\$ -	\$ -	\$ 265,811	\$ -				
<b>NET REVENUES LESS EXPENDITURES</b>		\$ 1,213,915	\$ (999,453)	-82.32%	\$ (484,281)	-41.84%	\$ (395,069)	-33.41%	\$ 770,802	65.84%	\$ (148,193)	-12.64%	\$ (341,019)	-28.94%	\$ (92,542)	-7.77%	\$ (88,303)	-7.48%	\$ 717	0.00%	\$ 112,252	0.93%	\$ (276,984)	-2.31%	\$ 2,372,904	\$ 1,664,747						
<b>ENDING CASH BALANCE</b>		\$ 1,985,172	\$ 886,319	44.65%	\$ 592,039	29.81%	\$ 108,910	5.48%	\$ 877																							

## DEBT - Multiyear Commitments

Fiscal Year 2023-24 Budget

CHARTER NAME: Elite Academic Academy - Lucerne

Form Revised 4/25/2023

Complete the following table for all significant multiyear commitments for the budget year and the following two years. Clearly identify the number of years remaining and the total remaining principal amount of the commitment, the amount of principal and interest budgeted for the current fiscal year and the following two years.

Under the Comment Section, provide a brief statement identifying the funding source for repayment of each obligation.

NO DEBT (if no debt, X)

Type of Commitment	# of Years Remaining	July 1, 2023 Principal Balance	2023-24 Payment		2024-25 Payment		2025-26 Payment		Object Code(s)
			Principle	Interest	Principle	Interest	Principle	Interest	
State School Building Loans									
Charter School Start-up Loans									
Other Post Employment Benefits									
Compensated Absences									
Bank Line of Credit Loans									
Municipal Lease									
Capital Lease									
Capital Lease									
Capital Lease									
Inter-Agency Borrowing									
Other									
<b>Total</b>		-	-	-	-	-	-	-	
Other Commitments:									
Comments:									
We anticipate having intra-year debt during the 2023-24 fiscal year by factoring receivables, and we anticipate paying them back by the end of the fiscal year. See rows 52-53 of the Budget-Cash Flow Year 1.									

CHARTER NAME: Elite Academic Academy - Lucerne  
 CDS #: 36-75051-0136960  
 CHARTER #: 1923

Fiscal Year 2023-24 Budget  
 Summary MYP

Form Revised 4/25/2023

DESCRIPTION		Estimated Actuals 2022-23	Adopted Budget 2023-24	Percent Change	Projected Budget 2024-25	Percent Change	Projected Budget 2025-26	Percent Change
<b>REVENUES</b>								
LCFF Sources								
LCFF	8011	9,103,528	12,219,009	34.22%	13,508,879	10.56%	14,809,042	9.62%
EPA	8012	165,040	207,174	25.53%	219,604	6.00%	232,781	6.00%
State Aid - Prior Year	8019	(4,914)	-		-		-	
In Lieu Property Taxes	8096	229,620	288,241	25.53%	305,535	6.00%	323,868	6.00%
Federal	8100-8299	291,746	242,811	-16.77%	257,380	6.00%	272,822	6.00%
State								
Lottery - Unrestricted	8560	140,284	183,927	31.11%	194,963	6.00%	206,661	6.00%
Lottery - Prop 20 - Restricted	8560	55,288	72,489	31.11%	76,838	6.00%	81,449	6.00%
Other State Revenue	8300-8599	655,568	1,119,754	70.81%	896,348	-19.95%	279,866	-68.78%
Local								
Interest	8660	-	-		-		-	
AB602 Local Special Education Transfer	8792	587,790	730,313	24.25%	774,132	6.00%	820,580	6.00%
Other Local Revenues	8600-8799	25,904	-		-		-	
<b>Total Revenues</b>		<b>\$ 11,249,853</b>	<b>\$ 15,063,717</b>	<b>33.90%</b>	<b>\$ 16,233,680</b>	<b>7.77%</b>	<b>\$ 17,027,067</b>	<b>4.89%</b>
<b>EXPENDITURES</b>								
Certificated Salaries	1000-1999	4,457,059	5,816,302	30.50%	6,029,644	3.67%	6,535,197	8.38%
Classified Salaries	2000-2999	531,335	684,416	28.81%	709,520	3.67%	769,010	8.38%
Benefits	3000-3999	1,320,680	1,823,831	38.10%	1,933,260	6.00%	2,049,256	6.00%
Books & Supplies	4000-4999	899,673	1,452,036	61.40%	1,539,158	6.00%	1,631,507	6.00%
Contracts & Services	5000-5999	3,867,567	4,964,128	28.35%	5,261,976	6.00%	5,577,695	6.00%
Capital Outlay	6000-6599	-	-		-		-	
Other Outgo	7100-7299	-	-		-		-	
Debt Service (see Debt Form)	7400-7499	103,942	130,479	25.53%	156,574	20.00%	165,968	6.00%
<b>Total Expenditures</b>		<b>\$ 11,180,255</b>	<b>\$ 14,871,192</b>	<b>33.01%</b>	<b>\$ 15,630,132</b>	<b>5.10%</b>	<b>\$ 16,728,633</b>	<b>7.03%</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>		<b>\$ 69,598</b>	<b>\$ 192,526</b>	<b>176.63%</b>	<b>\$ 603,548</b>	<b>213.49%</b>	<b>\$ 298,435</b>	<b>-50.55%</b>
<b>OTHER SOURCES &amp; USES</b>								
Other Sources/Contributions to Restricted Programs	8900	-	-		-		-	
Other Uses	7600	-	-		-		-	
<b>Net Sources &amp; Uses</b>		<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$ 69,598</b>	<b>\$ 192,526</b>	<b>176.63%</b>	<b>\$ 603,548</b>	<b>213.49%</b>	<b>\$ 298,435</b>	<b>-50.55%</b>



CHARTER NAME: Elite Academic Academy - Lucerne  
 CDS #: 36-75051-0136960  
 CHARTER #: 1923

Fiscal Year 2023-24 Budget  
 Summary MYP

Form Revised 4/25/2023

DESCRIPTION	Estimated Actuals 2022-23	Adopted Budget 2023-24	Percent Change	Projected Budget 2024-25	Percent Change	Projected Budget 2025-26	Percent Change	
<b>FUND BALANCE, RESERVES</b>								
Beginning Balance at Adopted Budget	9791	1,386,020	1,455,618	5.02%	1,648,144	13.23%	2,251,691	36.62%
Adjustments for Unaudited Actuals	9792	-	-	-	-	-	-	-
Beg Fund Balance at Unaudited Actuals		-	-	-	-	-	-	-
Adjustments for Audit	9793	-	-	-	-	-	-	-
Adjustments for Restatements	9795	-	-	-	-	-	-	-
Beginning Fund Balance as per Audit Report +/- Restatements		1,386,020	-	-	-	-	-	-
Ending Balance	9790	\$ 1,455,618	\$ 1,648,144	13.23%	\$ 2,251,691	36.62%	\$ 2,550,126	13.25%

Components of Ending Fund Balance (Budget):

<b>a. Nonspendable</b>								
Revolving Cash	9711	-	-	-	-	-	-	-
Stores	9712	-	-	-	-	-	-	-
Prepaid Expenditures	9713	-	-	-	-	-	-	-
All Others	9719	-	-	-	-	-	-	-
<b>b. Restricted</b>								
<b>c. Committed</b>								
Committed - Stabilization Arrangements	9750	-	-	-	-	-	-	-
Committed - Other	9760	-	-	-	-	-	-	-
<b>d. Assignments</b>								
<b>e. Unassigned</b>								
Reserve for Economic Uncertainties	9789	961,104	1,273,241	32.48%	1,365,361	7.24%	1,530,378	12.09%
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	494,514	374,903	-24.19%	886,330	136.42%	1,019,748	15.05%
Economic Uncertainty and Unappropriated Reserve Percentage (9789+9790)/(Total Expenditures + Other Uses)		13.02%	11.08%		14.41%		15.24%	

Reserve Standard (unless different standard identified in MOU)

If MOU contains a Reserve Standard other than above, enter here

Reserve Standard Met/Not Met

4%	3%	3%	3%
Met	Met	Met	Met

If not meeting standards, discuss fiscal recovery plan:

Unrestricted Deficit Spending Percentage

Unrestricted Deficit Spending Standard

Unrestricted Deficit Spending Standard Met/Not Me

0.0%	0.0%	0.0%	0.0%
4.3%	3.7%	4.8%	5.1%
Met	Met	Met	Met

If deficit spending, explain cause and if one-time or on-going. If for on-going, what is the Charter's plan to eliminatethe deficit?

Fiscal Year 2023-24 Budget  
 Restricted MYP

Form Revised 4/25/2023

DESCRIPTION	Estimated Actuals 2022-23	Adopted Budget 2023-24	Percent Change	Projected Budget 2024-25	Percent Change	Projected Budget 2025-26	Percent Change	
<b>REVENUES</b>								
LCFF Sources								
LCFF	8011							
EPA	8012							
State Aid - Prior Year	8019							
In Lieu Property Taxes	8096							
Federal	8100-8299	291,746	242,811	-16.77%	257,380	6.00%	272,822	6.00%
State								
Lottery - Unrestricted	8560							
Lottery - Prop 20 - Restricted	8560	55,288	72,489		76,838	81,449	6.00%	
Other State Revenue	8300-8599	634,393	1,093,173	72.32%	868,173	250,000	-71.20%	
Local								
Interest	8660							
AB602 Local Special Education Transfer	8792	587,790	730,313	24.25%	774,132	820,580	6.00%	
Other Local Revenues	8600-8799	-	-		-	-		
<b>Total Revenues</b>		<b>\$ 1,569,217</b>	<b>\$ 2,138,785</b>	<b>36.30%</b>	<b>\$ 1,976,522</b>	<b>\$ 1,424,851</b>	<b>-27.91%</b>	
<b>EXPENDITURES</b>								
Certificated Salaries	1000-1999	698,556	1,015,159	45.32%	845,660	364,952	-56.84%	
Classified Salaries	2000-2999							
Benefits	3000-3999	182,463	265,159	45.32%	220,887	95,325	-56.84%	
Books & Supplies	4000-4999							
Contracts & Services	5000-5999	688,197	858,467	24.74%	909,975	964,574	6.00%	
Capital Outlay	6000-6599							
Other Outgo	7100-7299							
Debt Service (see Debt Form)	7400-7499							
<b>Total Expenditures</b>		<b>\$ 1,569,217</b>	<b>\$ 2,138,785</b>	<b>36.30%</b>	<b>\$ 1,976,523</b>	<b>\$ 1,424,851</b>	<b>-27.91%</b>	
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>		<b>\$ -</b>	<b>\$ 0</b>		<b>\$ (0)</b>	<b>\$ 0</b>		
<b>OTHER SOURCES &amp; USES</b>								
Other Sources/Contributions to Restricted Programs	8900							
Other Uses	7600							
<b>Net Sources &amp; Uses</b>		<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>		
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		<b>\$ -</b>	<b>\$ 0</b>		<b>\$ (0)</b>	<b>\$ 0</b>		

Fiscal Year 2023-24 Budget  
 Restricted MYP

Form Revised 4/25/2023

DESCRIPTION	Estimated Actuals 2022-23	Adopted Budget 2023-24	Percent Change	Projected Budget 2024-25	Percent Change	Projected Budget 2025-26	Percent Change
<b>FUND BALANCE, RESERVES</b>							
Beginning Balance at Adopted Budget	9791	-		0		(0)	
Adjustments for Unaudited Actuals	9792						
Beg Fund Balance at Unaudited Actuals							
Adjustments for Audit	9793						
Adjustments for Restatements	9795						
Beginning Fund Balance as per Audit Report +/- Restatements	-						
Ending Balance	\$ -	\$ 0		\$ (0)		\$ (0)	
<b>Components of Ending Fund Balance (Budget):</b>							
<b>a. Nonspendable</b>							
Revolving Cash	9711						
Stores	9712						
Prepaid Expenditures	9713						
All Others	9719						
<b>b. Restricted</b>	9740	-	-	-		-	
<b>c. Committed</b>							
Committed - Stabilization Arrangements	9750						
Committed - Other	9760						
<b>d. Assignments</b>	9780						
<b>e. Unassigned</b>							
Reserve for Economic Uncertainties	9789						
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790						

Fiscal Year 2023-24 Budget  
 Restricted MYP

Form Revised 4/25/2023

DESCRIPTION	Estimated Actuals 2022-23	Adopted Budget 2023-24	Percent Change	Projected Budget 2024-25	Percent Change	Projected Budget 2025-26	Percent Change
If Restricted Fund Balances Exist, Identify Balance by Program:							
1 EX. AB602 - Special Education							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
	-	-		-		-	

ASSUMPTIONS FOR RESTRICTED PROGRAMS:

LIST FEDERAL RESTRICTED REVENUES

1 EX. Title I							
2 8181.8182 - Federal Special Ed	83,787	107,290	28.05%	113,727	6.00%	120,551	6.00%
3 8299 Other Federal Revenue							
4 8291 - Federal Title: I	91,338	114,657		121,536		128,828	
5 8291 - Federal Title: II	16,621	20,864		22,116		23,443	
6 8297 Coronavirus Relief	100,000	-		-		-	
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
<b>Total Federal Awards Budgeted:</b>	<b>\$ 291,746</b>	<b>\$ 242,811</b>	<b>-16.77%</b>	<b>\$ 257,380</b>	<b>6.00%</b>	<b>\$ 272,822</b>	<b>6.00%</b>

Lottery Prop 20 Restricted Allocation per ADA		\$ 67		\$ 67		\$ 67	
Lottery Estimated Prop 20 Restricted Award		\$ 72,489		\$ 76,838	6.00%	\$ 81,449	6.00%

LIST RESTRICTED STATE FUNDS BUDGETED IN "Other State Revenue"

1 8590 ELO Grant	117,969	-		-		-	
2 8590 Educator Effectiveness	-	110,000		-		-	
3 8591 CTEIG	385,471	250,000	-35.14%	250,000	0.00%	250,000	0.00%
4 8590 A-G Completion	-	115,000		-		-	
5 8590 MTSS	50,000	-		-		-	
6 8590 Universal Prekindergarten Planning & Implementation Grant	26,204	-		-		-	
7 8590 Ethnic Studies	4,500	-		-		-	
8 8590 Learning Recovery Emergency Block Grant	-	418,189		418,189	0.00%	-	
9 8590 Arts, Music, and Instructional Materials	50,000	199,984	299.97%	199,984	0.00%	-	
10 8590 CASPP, Assessment Apportionment	249	-		-		-	
11							
12							
13							
14							
15							
16							
17							
18							
<b>Total Other State Revenue Funds Budgeted:</b>	<b>\$ 634,393</b>	<b>\$ 1,093,173</b>	<b>72.32%</b>	<b>\$ 868,173</b>	<b>-20.58%</b>	<b>\$ 250,000</b>	<b>-71.20%</b>

LIST OTHER RESTRICTED LOCAL REVENUES BUDGETED in "Other Local Revenues"

1							
2							
3							
4							
5							
6							
<b>Total Other Local Revenue Funds Budgeted:</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>	

SPECIAL EDUCATION DETAILS:

What % of student population is Special Ed	12.70%	13.46%	0.76%	14.26%	0.81%	15.12%	0.86%
For SELPA services, is the Charter under School District, or a member LEA?	Charter is member of Desert Mountain SELPA						
AB602 Revenue	587,790	730,313	24.25%	774,132	6.00%	820,580	6.00%
Other Special Ed Revenue							
Unrestricted Contribution to Special Ed							
Total Special Ed Funding	587,790	730,313		774,132		820,580	
Special Ed Expenditures							

CHARTER NAME: Elite Academic Academy - Lucerne  
 CDS #: 36-75051-0136960  
 CHARTER #: 1923

Fiscal Year 2023-24 Budget  
 Unrestricted MYP

Form Revised 4/25/2023

DESCRIPTION		Estimated Actuals 2022-23	Adopted Budget 2023-24	Percent Change	Projected Budget 2024-25	Percent Change	Projected Budget 2025-26	Percent Change
<b>REVENUES</b>								
LCFF Sources								
LCFF	8011	9,103,528	12,219,009	34.22%	13,508,879	10.56%	14,809,042	9.62%
EPA	8012	165,040	207,174	25.53%	219,604	6.00%	232,781	6.00%
State Aid - Prior Year	8019	(4,914)						
In Lieu Property Taxes	8096	229,620	288,241	25.53%	305,535	6.00%	323,868	6.00%
Federal	8100-8299	-	-		-		-	
State								
Lottery - Unrestricted	8560	140,284	183,927	31.11%	194,963	6.00%	206,661	6.00%
Lottery - Prop 20 - Restricted	8560							
Other State Revenue	8300-8599	21,175	26,581	25.53%	28,176	6.00%	29,866	6.00%
Local								
Interest	8660							
AB602 Local Special Education Transfer	8792							
Other Local Revenues	8600-8799	25,904	-		-		-	
<b>Total Revenues</b>		\$ 9,680,637	\$ 12,924,932	33.51%	\$ 14,257,158	10.31%	\$ 15,602,217	9.43%
<b>EXPENDITURES</b>								
Certificated Salaries	1000-1999	3,758,502	4,801,143	27.74%	5,183,983	7.97%	6,170,245	19.03%
Classified Salaries	2000-2999	531,335	684,416	28.81%	709,520	3.67%	769,010	8.38%
Benefits	3000-3999	1,138,217	1,558,672	36.94%	1,712,373	9.86%	1,953,931	14.11%
Books & Supplies	4000-4999	899,673	1,452,036	61.40%	1,539,158	6.00%	1,631,507	6.00%
Contracts & Services	5000-5999	3,179,370	4,105,661	29.13%	4,352,001	6.00%	4,613,121	6.00%
Capital Outlay	6000-6599	-	-		-		-	
Other Outgo	7100-7299	-	-		-		-	
Debt Service (see Debt Form)	7400-7499	103,942	130,479	25.53%	156,574	20.00%	165,968	6.00%
<b>Total Expenditures</b>		\$ 9,611,039	\$ 12,732,407	32.48%	\$ 13,653,610	7.24%	\$ 15,303,782	12.09%
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>		\$ 69,598	\$ 192,525	176.62%	\$ 603,548	213.49%	\$ 298,435	-50.55%
<b>OTHER SOURCES &amp; USES</b>								
Other Sources/Contributions to Restricted Programs	8900							
Other Uses	7600							
<b>Net Sources &amp; Uses</b>		\$ -	\$ -		\$ -		\$ -	
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>		\$ 69,598	\$ 192,525	176.62%	\$ 603,548	213.49%	\$ 298,435	-50.55%

CHARTER NAME: Elite Academic Academy - Lucerne  
 CDS #: 36-75051-0136960  
 CHARTER #: 1923

Fiscal Year 2023-24 Budget  
 Unrestricted MYP

Form Revised 4/25/2023

DESCRIPTION		Estimated Actuals 2022-23	Adopted Budget 2023-24	Percent Change	Projected Budget 2024-25	Percent Change	Projected Budget 2025-26	Percent Change
<b>FUND BALANCE, RESERVES</b>								
Beginning Balance at Adopted Budget	9791	1,386,020	1,455,618	5.02%	1,648,143	13.23%	2,251,691	36.62%
Adjustments for Unaudited Actuals	9792							
Beg Fund Balance at Unaudited Actuals								
Adjustments for Audit	9793							
Adjustments for Restatements	9795							
Beginning Fund Balance as per Audit Report +/- Restatements		1,386,020						
Ending Balance	9790	\$ 1,455,618	\$ 1,648,143	13.23%	\$ 2,251,691	36.62%	\$ 2,550,126	13.25%
<b>Components of Ending Fund Balance (Budget):</b>								
<b>a. Nonspendable</b>								
Revolving Cash	9711							
Stores	9712							
Prepaid Expenditures	9713							
All Others	9719							
<b>b. Restricted</b>								
<b>c. Committed</b>								
Committed - Stabilization Arrangements	9750							
Committed - Other	9760							
<b>d. Assignments</b>								
<b>e. Unassigned</b>								
Reserve for Economic Uncertainties	9789	961,104	1,273,241	32.48%	1,365,361	7.24%	1,530,378	12.09%
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	494,514	374,903	-24.19%	886,330	136.42%	1,019,748	15.05%

CHARTER NAME: Elite Academic Academy - Lucerne  
 CDS #: 36-75051-0136960  
 CHARTER #: 1923

Fiscal Year 2023-24 Budget  
 Unrestricted MYP

Form Revised 4/25/2023

DESCRIPTION	Estimated Actuals 2022-23	Adopted Budget 2023-24	Percent Change	Projected Budget 2024-25	Percent Change	Projected Budget 2025-26	Percent Change
<b>ASSUMPTIONS FOR UNRESTRICTED PROGRAMS:</b>							
LIST FEDERAL UNRESTRICTED REVENUES (MOST FEDERAL PROGRAM REVENUES ARE RESTRICTED AND SHOULD BE ON RESTRICTED SHEET)							
1 Ex. Erate							
2							
3							
4							
5							
6							
7							
8							
9							
<b>Total Federal Awards Budgeted:</b>	\$ -	\$ -		\$ -		\$ -	
Lottery Unrestricted Allocation per ADA		\$ 170		\$ 170		\$ 170	
Lottery Unrestricted Estimated Award		\$ 183,927	31.11%	\$ 194,963	6.00%	\$ 206,661	6.00%
LIST UNRESTRICTED STATE FUNDS BUDGETED IN "Other State Revenue"							
1 Ex. Mandated Cost							
2 8550 - K-12 Mandate Block Grant	21,175	26,581	25.53%	28,176	6.00%	29,866	6.00%
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
<b>Total Other State Revenue Funds Budgeted:</b>	\$ 21,175	\$ 26,581	25.53%	\$ 28,176	6.00%	\$ 29,866	6.00%
LIST OTHER UNRESTRICTED LOCAL REVENUES BUDGETED in "Other Local Revenues"							
1 Ex. Services Reimbursed by District							
2 8699 - Misc. Revenue	25,904	-		-		-	
3							
4							
5							
6							
<b>Total Other Local Revenue Funds Budgeted:</b>	\$ 25,904	\$ -		\$ -		\$ -	

# LCFF Calculator Caveats

v.24.1

05-25-23

Every effort was made to make the calculator as accurate as possible. However, because the calculator is based on estimates and assumptions, actual Local Control Funding Formula (LCFF) funding may differ from the amounts generated by the calculator. In some cases, LEA-specific and unique complexities that exist for a small percentage of local educational agencies (LEAs) may result in errors. Every unique situation is not modeled in the calculator, and the calculator may not be useful for all LEAs

*The following bullets highlight these assumptions, and some of the unique situations and known issues that could be identified.*

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**General** The calculator is based on the LCFF statute as currently written, unless otherwise noted in these caveats. In some cases there may be differences in rounding +/- \$1.

A proration/(deficit) factor assumption has been built into the LCFF calculator. The proration factor methodology and application is subject to revision should the state choose to apply a proration factor, or other deficit factor, in the future.

The calculator includes cost of living adjustments (COLA) and if applicable proration factors as estimated by the Department of Finance (DOF).

The calculator prepopulates with certified data provided by the California Department of Education (CDE) for the calculation of principal apportionment. Users should independently verify prefilled data, and should make adjustments as needed if revisions have been filed.

The Education Protection Account (EPA) proportionate share percentage is based on estimates released by the CDE that may not yet be finalized. Therefore, the percentage may change from what is shown in the calculator through final calculation in February of the following fiscal year.

**NEW  
2022-23**

EPA revenue in the 2021-22 fiscal year increased to an unprecedented level of funding which necessitated changes to the calculation. Pursuant to Section 112 of AB 181 (Chapter 52, Statutes of 2022), the 2012-13 Revenue Limit rates for school districts and charter schools were adjusted to reflect statutory COLA increases from 2013-14 through 2021-22. These rates will continue to receive COLA adjustments moving forward.

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## Charter School Calculations

The calculator is not designed to directly calculate budget estimates for all-charter school districts because of the unique options selected at the time the district converted. It is recommended all-charter school districts contact the CDE to determine the best method for estimating LCFF revenues.

Charter schools that are funded under different funding methodologies due to their pupil population are not included as a single scenario within the calculator. These schools are mainly those authorized by a county board of education.

The calculator is designed for a district to calculate the in lieu taxes and, as such, charter schools should contact their sponsoring authority for in lieu tax amounts to ensure accuracy.

The calculator does not take into account the following:

- District reorganizations that include a charter school(s) newly authorized by one or more districts affected by the reorganization.
- Charter schools that operated in the prior year but have been reauthorized by a different agency in the current year and have not been certified within the PASE system.

If either of these situations apply, we recommend working with the CDE and FCMAT to determine if the calculator can be adapted.

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## School District Calculations

**NEW  
2023-24**

2019-20 certified ADA was adjusted after the R3 certification cycle for school districts that were the sponsoring LEA of a charter school that discontinued operation by the end of 2019-20. This ADA adjustment was only made to accommodate an accurate calculation of the three prior-year average (PY1 2021-22, PY2 2020-21, PY3 2019-20) commencing with the 2022-23 fiscal year.

For districts with necessary small schools (NSS), the calculator models different combinations of NSS and regular ADA to determine the overall maximum funding available. Districts are encouraged to independently select their funding options and evaluate the results to determine which funding method they will elect to follow.

The calculator does not take into account the following funding adjustments for basic aid school districts:

- Basic Aid Choice
- Basic Aid Court-Ordered Voluntary Pupil Transfer
- Basic Aid Open Enrollment
- Basic Aid Supplement Charter School Adjustment

The calculator does not take into account the impact of district reorganizations that have not been certified by the CDE via the PASE system. Furthermore, historical year projections may not be accurate. We recommend working with your county office, the CDE and FCMAT to evaluate whether an alternative approach to developing a funding estimate is possible.



## Structure:

- 1 The LCFF Calculator structure has been built to maintain a standard eight-year structure that includes two historical years, one current year and five projection years.
- 2 The Data Entry tab was designed to cluster data entry sections by projection type (charter school or school district). Charter school data entry sections are intentionally placed at the top of the page due to the limited amount of data required to complete a projection.
- 3 The workbook contains conditional formatting to guide users through data entry. Once a projection type is identified and all basic questions are answered, only the highlighted sections require data entry; all remaining sections not applicable to the projection will remain grayed out. No data should be entered in sections that are not highlighted.

Projection Type Not Identified	Charter School Projection	School District Projection
	Data Entry Sections	Data Entry Sections

- 4 A separate calculation must be prepared for each LEA, either district or charter school.

Data entry cells: prepopulated with the most current certified data; all data entry cells are unlocked for user edit. Prepopulated data cannot be restored after user override.

## Tab Navigation Key:

**Information tabs:** provide important projection information and should be reviewed with each update.

**Data Entry tab:** single data entry tab for ALL LCFF calculations. Sections to be completed are identified through highlighting upon entry of CDS code and responses to required questions.

**Primary calculation results tabs:** provide calculations and results summaries only. No data is entered on these tabs.

**Secondary support calculation tabs:** provide details of supporting calculations for components that do not apply to all LEA calculations. No data is entered on these tabs.

**User editable tabs:** preformatted graphs and blank worksheet tabs.

## Instructions:

- 1 Review Caveats: Important details that may affect LEA calculations are noted in this tab. This tab should be reviewed with each update.
- 2 Data Entry tab: Data for all calculation types is entered into the Data Entry tab.
  - Start a calculation by entering the five-digit code for a school district calculation or seven-digit school code for a charter school calculation. Once the LEA code is entered, the LEA type (district or charter) will be identified and the applicable data entry sections will be highlighted for completion.
  - New charter schools that do not yet have a CDS code should select "Yes" from the drop-down list following the question below the CDS code box.

Section (1) Universal Assumptions: Prepopulated assumptions are based on the most current data released by the Department of Finance and the California Department of Education. COLA and EPA assumptions should be reviewed and updated to match percentage updates published after the version release.

Section (2) Charter School Data Elements Required to Calculate the LCFF: Enter charter school data elements in this section of the Data Entry tab ONLY; do not enter data in sections that are grayed out.

Section (3) School District Data Elements Required to Calculate the LCFF : Enter school district data elements in this section of the Data Entry tab ONLY; do not enter data in sections that are grayed out.

- In Lieu of Taxes: School districts that are the sponsoring LEA for a charter school or are otherwise required to transfer property taxes to a charter school should answer "YES" to the applicable question in this section, then complete section (5) School District In-Lieu of Property Tax Calculation for Charter Schools.
- Necessary Small Schools: School districts that have necessary small schools should answer "YES" to the applicable question in this section, then complete section (4) Necessary Small Schools ADA.
- TK Add-on Funding: ADA for TK students must be entered in this section for the add-on to calculate. TK ADA should also be included in the ADA section to properly calculate the Base, Supplemental and Concentration grants.
- Charter Shift ADA: Prior year ADA used in the determination of school district funding calculations which are based on current, prior and, beginning with 2022-23 fiscal year, three-prior year average. The ADA for each of the three prior years must be adjusted by the ADA of each student who "shifts" between district schools and district sponsored charter schools in the current year. Sponsoring school district's must enter the ADA earned by each student in each of the respective prior year. The prior year ADA for these students is entered using the grade span the students were enrolled in during each respective prior year.

Section (4) Necessary Small Schools ADA : School districts that have necessary small schools must complete section (4) on the Data Entry tab. **Prior year data must be entered for each year including historical years, even when the school is funded under LCFF.**

- NSS Supporting Calculations: details related to NSS funding determination are located in the NSS Calculation tabs.

Section (5) In-Lieu of Property Tax Calculation for Charter Schools : School districts required to transfer in-lieu taxes to charter schools should select "Yes" from the drop-down list in section (3), then complete either section (a) or (b).

- Section (a): **To be completed only by districts that use an alternative rate for in-lieu tax transfers or calculates the in-lieu transfers outside of this tool.** Carefully review and follow the instructions located in the In-lieu tax section.
- Section (b): To be completed by districts that follow the traditional allocation of funding for in-lieu tax transfers. Enter ADA for each charter school separately. The tool has been designed to support basic aid district calculations, which require charter school ADA to be entered by grade span. Non basic aid districts can enter the total charter school ADA for each school in any single grade span, it is not necessary to enter ADA by grade span.
- In-Lieu of Property Taxes Results: The supporting calculations and in-lieu of property tax transfer amounts for each charter school are located in the District In-Lieu Taxes tab.
- Short Cut Data Entry: If a list of transfers by school is not desired total charter school ADA can be entered in the first line the appropriate reduction of total in-lieu taxes will be adjusted in the districts LCFF Calculations. Additionally, it is not necessary to break down charter school ADA by grade level.

- 3 Review LCFF Calculation and EPA Results: Detailed calculations and results can be viewed on the Calculator, EPA and Summary tabs. No data entry is required on these tabs.

- 4 Supporting Calculations: details related to NSS funding determination and in-lieu tax transfer amounts for each charter school are located in the NSS Calculation and District In-Lieu Taxes tabs.

## Resources:

FCMAT LCFF help desk and calculator updates:

[www.fcmat.org/lcff](http://www.fcmat.org/lcff)

CDE PASE exhibits:

[www.cde.ca.gov/fg/aa/pa/exhibitguides.asp](http://www.cde.ca.gov/fg/aa/pa/exhibitguides.asp)

CDE Exhibit Guide:

[www.cde.ca.gov/fg/aa/pa/exhibitguides.asp](http://www.cde.ca.gov/fg/aa/pa/exhibitguides.asp)

CDE Funding Rates and Information:

[www.cde.ca.gov/fg/aa/pa/lcffcola.asp](http://www.cde.ca.gov/fg/aa/pa/lcffcola.asp)

LCFF CALCULATOR

USER NOTES

136960	5 digit District code or 7 digit School code (from the CDS code)	LEA: Elite Academic Academy - Lucerne
NO	Is this calculation for a new charter school? (select from drop down list)	Projection Title: FY 23.24 Adopted Budget
Charter	Projection Type	Created by: Adam Woodard
06-07-23	Projection Date	Email: awoodard@eliteacademic.com
		Phone: 866-354-8302 x735

[www.cde.ca.gov/schooldirectory](http://www.cde.ca.gov/schooldirectory)

Elite Academic Academy - Lucerne (136960)

(1) UNIVERSAL ASSUMPTIONS

	PY3	PY2	PY1	CY	CY1	CY2	CY3	CY4
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Supplemental Grant %	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Concentration Grant (>55% population)	50.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%
Statutory COLA & Augmentation/Suspension <i>(prefilled as calculated by the Department of Finance, DOF)</i>	0.00%	5.07%	13.26%	5.00%	3.94%	3.29%	3.19%	3.16%
Statutory COLA	2.31%	1.70%	6.56%	5.00%	3.94%	3.29%	3.19%	3.16%
Augmentation/(COLA Suspension)	-2.31%	3.37%	6.70%	0.00%	0.00%	0.00%	0.00%	0.00%
Base Grant Proration Factor (deficit)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Transitional Kindergarten Add-on (2022-23 forward)	\$ - 0	\$ - 0	\$ 2,813.00	\$ 2,953.65	\$ 3,070.02	\$ 3,171.03	\$ 3,272.18	\$ 3,375.58
EPA Entitlement as % of statewide adjusted Revenue Limit (P-2)	70.06785065%	73.31789035%	45.21920787%	45.21920787%	45.21920787%	45.21920787%	45.21920787%	45.21920787%
EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)	82.74488538%	75.37156903%	45.21920787%	45.21920787%	45.21920787%	45.21920787%	45.21920787%	45.21920787%
Local EPA Accrual	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0

<https://www.cde.ca.gov/fg/aa/pa/ratesandinfo.asp>

(2) CHARTER SCHOOL DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

**NEW CHARTER SCHOOLS**

New Charter School Name:

Year that charter starts operation (select from drop down list):

(a) TRANSFER OF IN-LIEU PROPERTY TAX

**Note:** Charter schools should contact sponsoring district(s) for In-lieu estimate

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
I-4 F-6/F-7 In-Lieu of Property Tax	155,666	187,931	240,429	288,241	305,536	323,868	343,300	363,898

Source: Charter School LCFF Transition Calculation Exhibit thru 2018-19 & Charter School LCFF Calculation 2019-20 forward - New line references

(b) UNDUPLICATED PUPIL PERCENTAGE (UPP)

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
A-1.2, A-2.2, A-3.2 Enrollment (second prior year)	107	291						
A-1.1, A-2.1, A-3.1 Enrollment (first prior year)	291	340						
A-1, A-2, A-3 Enrollment	340	598	693	866	918	973	1,032	1,094
B-1.2, B-2.2, B-3.2 Unduplicated Pupil Count (second prior year)	75	177						
B-1.1, B-2.1, B-3.1 Unduplicated Pupil Count (first prior year)	177	172						
B-1, B-2, B-3 Unduplicated Pupil Count	172	286	357	446	473	501	531	563
	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>
Single Year Unduplicated Pupil Percentage	50.59%	47.83%	51.52%	51.52%	51.52%	51.52%	51.52%	51.52%
C-1 Unduplicated Pupil Percentage (%)	57.45%	51.67%	49.97%	50.49%	51.52%	51.52%	51.52%	51.52%

Source: Charter School Unduplicated Pupil Percentage Exhibit

**(c) CONCENTRATION GRANT FUNDING LIMITATION: District of Physical Location**

Source: Charter School 'Unduplicated Pupil Percentage' Exhibit

Enter the unduplicated pupil percentage (UPP) of the district where the charter school is physically located. If the charter school has a physical location within the boundaries of more than one district, enter the highest district UPP of all locations.

D-3	Unduplicated Pupil Percentage (%)	87.86%	89.34%	90.25%	90.25%	90.25%	90.25%	90.25%	90.25%
	Unduplicated Pupil Percentage: Supplemental Grant	57.45%	51.67%	49.97%	50.49%	51.52%	51.52%	51.52%	51.52%
	Unduplicated Pupil Percentage: Concentration Grant	57.45%	51.67%	49.97%	50.49%	51.52%	51.52%	51.52%	51.52%

**(d) AVERAGE DAILY ATTENDANCE (ADA)**

Source: Charter School LCFF Target Entitlement Exhibit thru 2018-19 & Charter School LCFF Calculation 2019-20 forward

ADA used for the Transitional Kindergarten Add-on ONLY:

G-4	TK (NEW beginning 2022-23)	-0	-0	19.63	24.54	26.01	27.57	29.22	30.98
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ADA used for Base, Supplemental and Concentration Grant Calculations:  
Enter P2 Data - Note: Charter School ADA is always funded on current year

B-1	Grades TK-3	123.73	171.67	229.05	240.57	255.00	270.30	286.52	303.71
B-2	Grades 4-6	80.53	123.90	156.03	163.88	173.71	184.14	195.18	206.89
B-3	Grades 7-8	131.03	110.81	113.36	119.06	126.20	133.78	141.80	150.31
B-4	Grades 9-12	211.29	269.17	330.26	512.36	543.10	575.69	610.23	646.84
	SUBTOTAL ADA	546.58	675.55	828.70	1,035.87	1,098.02	1,163.90	1,233.74	1,307.76
	RATIO: ADA to Enrollment	1.61	1.13	1.20	1.20	1.20	1.20	1.20	1.20

**(e) OTHER LCFF ADJUSTMENTS**

Source: Charter School LCFF Calculation Exhibit

Miscellaneous Adjustments (line H-2), include adjustments for audit penalties and special legislation. Adjustments can be positive or negative.  
Minimum State Aid Adjustments (Line J-5), captures adjustments for audit penalties and special legislation. Adjustments can be positive or negative.

H-2	Miscellaneous Adjustments	\$ -0	\$ -0	\$ -0
J-5	Minimum State Aid Adjustments	\$ -0	\$ -0	\$ -0

**(3) SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

**(a) GENERAL QUESTIONS**

	Is your district required to transfer in-lieu taxes to a charter school?	NO
	Does your district have a necessary small school?	NO

**(b) K-3 GRADE SPAN ADJUSTMENT FUNDING DETERMINATION**

	Did your district meet the requirements of funding?	YES	YES	YES	YES	YES	YES	YES
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**(c) PROPERTY TAXES**

Source: School District Local Revenue Exhibit

C-1	A-6	Estimated Property Taxes (excluding RDA)	\$ -0	\$ -0	\$ -0				
B-5		Redevelopment Agency Local Revenue	\$ -0	\$ -0	\$ -0				
		Less In-Lieu Property Tax Transfer	\$ -0	\$ -0	\$ -0	\$ -0	\$ -0	\$ -0	\$ -0
		Total Local Revenue	\$ -0	\$ -0	\$ -0	\$ -0	\$ -0	\$ -0	\$ -0

**(d) OTHER LCFF ADJUSTMENTS**

Source: School District LCFF Transition Calculation Exhibit thru 2018-19 & New SD LCFF Calculation exhibit 2019-20 forward

If applicable, enter adjustments for special legislation, instructional time penalties, and class size penalties populated from the Class Size Penalties exhibit. Adjustments can be positive or negative.

H-2	Miscellaneous Adjustments	\$ -0	\$ -0	\$ -0
J-5	Minimum State Aid Adjustments	\$ -0	\$ -0	\$ -0

**(e) UNDUPLICATED PUPIL PERCENTAGE**

Source: School District 'Unduplicated Pupil Percentage' Exhibit

A-1.2 / A-3.2	District Enrollment (second prior year)	-0	-0					
A-1.1 / A-3.1	District Enrollment (first prior year)	-0	-0					
A-1 / A-3	District Enrollment	-0	-0	-0				
A-2.2 / A-4.2	COE Enrollment (second prior year)	-0	-0					

A-2.1/A-4.1	COE Enrollment (first prior year)	-0	-0						
A-2/A-4	COE Enrollment	-0	-0	-0	-0	-0	-0	-0	-0
	Total Enrollment	-0	-0	-0	-0	-0	-0	-0	-0
B-1.2/B-3.2	District Unduplicated Pupil Count (second prior year)	-0	-0						
B-1.1/B-3.1	District Unduplicated Pupil Count (first prior year)	-0	-0						
B-1/B-3	District Unduplicated Pupil Count	-0	-0	-0	-0	-0	-0	-0	-0
B-2.2/B-4.2	COE Unduplicated Pupil Count (second prior year)	-0	-0						
B-2.1/B-4.1	COE Unduplicated Pupil Count (first prior year)	-0	-0						
B-2/B-4	COE Unduplicated Pupil Count	-0	-0	-0	-0	-0	-0	-0	-0
	Total Unduplicated Pupil Count	-0	-0	-0	-0	-0	-0	-0	-0
		<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>
	Single Year Unduplicated Pupil Percentage	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
C-1	Unduplicated Pupil Percentage (%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**(f) AVERAGE DAILY ATTENDANCE (ADA)**

Source: School District ADA Exhibit

ADA used for the Transitional Kindergarten Add-on ONLY:

G-10	TK (Commencing in 2022-23)	-0	-0	-0	-0	-0	-0	-0	-0
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ADA used for Base, Supplemental and Concentration Grant Calculations:  
Enter ADA by grade span. The calculator will determine the most advantageous funding option for each year's funding calculation.

B-1, D-6	Current Year ADA: (P-2, Annual for Special Day Class Extended Year)	-0	-0	-0	-0	-0	-0	-0	-0
B-2, D-7	Grades TK-3	-0	-0	-0	-0	-0	-0	-0	-0
B-3, D-8	Grades 4-6	-0	-0	-0	-0	-0	-0	-0	-0
B-4, D-9	Grades 7-8	-0	-0	-0	-0	-0	-0	-0	-0
	Grades 9-12	-0	-0	-0	-0	-0	-0	-0	-0
	TOTAL CURRENT YEAR ADA	-0	-0	-0	-0	-0	-0	-0	-0
E-1, D-17	Nonpublic School, NPS-Licensed Children Institutions, Community Day School: (Annual)	-0	-0	-0	-0	-0	-0	-0	-0
E-2, D-18	Grades TK-3	-0	-0	-0	-0	-0	-0	-0	-0
E-3, D-19	Grades 4-6	-0	-0	-0	-0	-0	-0	-0	-0
E-4, D-20	Grades 7-8	-0	-0	-0	-0	-0	-0	-0	-0
	Grades 9-12	-0	-0	-0	-0	-0	-0	-0	-0
	TOTAL NPS-CDS (Annual)	-0	-0	-0	-0	-0	-0	-0	-0
	District Basic Aid ADA funded outside of the LCFF (Court Ordered, Voluntary Trf. & Open Enrollment) <i>(For calculating EPA only, this ADA is not included in the LCFF funding calculation).</i>	-0	-0	-0	-0	-0	-0	-0	-0
	DISTRICT TOTAL	-0	-0	-0	-0	-0	-0	-0	-0
	County Operated Programs, e.g. Community School, Special Ed: (P-2 / Annual)	-0	-0	-0	-0	-0	-0	-0	-0
E-6, E-11	Grades TK-3	-0	-0	-0	-0	-0	-0	-0	-0
E-7, E-12	Grades 4-6	-0	-0	-0	-0	-0	-0	-0	-0
E-8, E-13	Grades 7-8	-0	-0	-0	-0	-0	-0	-0	-0
E-9, E-14	Grades 9-12	-0	-0	-0	-0	-0	-0	-0	-0
	COUNTY TOTAL	-0	-0	-0	-0	-0	-0	-0	-0
	RATIO: District ADA-to-Enrollment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	RATIO: County ADA-to-Enrollment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

District ADA funded on greater of current or prior year

District ADA funded on current year Annual

COE operations funded on current year

**(g) PRIOR YEAR GUARANTEE ADJUSTMENT FOR CHARTER SHIFT**



If applicable, enter up to three years of prior year ADA for students transferring into or out of district schools and **district-sponsored** charter schools. Report the prior year ADA for these students in the current year field, using the grade span the students were enrolled in during the prior year(s).  
 \*2022-23: Enter prior year (2021-22) ADA for net charter shift  
 \*2023-24: Enter prior year (2022-23) and second prior year (2021-22) ADA for net charter shift  
 \*2024-25: Enter prior year (2023-24), second prior year (2022-23), and third prior year (2021-22) ADA for net charter shift  
 \*2025-26 and forward: Enter three prior years ADA for net charter shift

		Third prior year						
		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
A-5.1	Grades TK-3	-0	-0	-0				
A-5.2	Grades 4-6	-0	-0	-0				
A-5.3	Grades 7-8	-0	-0	-0				
A-5.4	Grades 9-12	-0	-0	-0	-0	-0	-0	-0
		-0	-0	-0	-0	-0	-0	-0
A-6.1	Grades TK-3	-0	-0	-0				
A-6.2	Grades 4-6	-0	-0	-0				
A-6.3	Grades 7-8	-0	-0	-0				
A-6.4	Grades 9-12	-0	-0	-0	-0	-0	-0	-0
		-0	-0	-0	-0	-0	-0	-0
		Second prior year						
		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	
A-12.1	Grades TK-3	-0	-0	-0				
A-12.2	Grades 4-6	-0	-0	-0				
A-12.3	Grades 7-8	-0	-0	-0				
A-12.4	Grades 9-12	-0	-0	-0	-0	-0	-0	-0
		-0	-0	-0	-0	-0	-0	-0
A-13.1	Grades TK-3	-0	-0	-0				
A-13.2	Grades 4-6	-0	-0	-0				
A-13.3	Grades 7-8	-0	-0	-0				
A-13.4	Grades 9-12	-0	-0	-0	-0	-0	-0	-0
		-0	-0	-0	-0	-0	-0	-0
		Prior year <i>(Legislative language suspended in fiscal years 2020-21 and 2021-22)</i>						
		2019-20	2020-21	2021-22	2022-23	2023-24		
A-19.1	Grades TK-3	-0	-0	-0				
A-19.2	Grades 4-6	-0	-0	-0				
A-19.3	Grades 7-8	-0	-0	-0				
A-19.4	Grades 9-12	-0	-0	-0	-0	-0	-0	-0
		-0	-0	-0	-0	-0	-0	-0
A-20.1	Grades TK-3	-0	-0	-0				
A-20.2	Grades 4-6	-0	-0	-0				
A-20.3	Grades 7-8	-0	-0	-0				
A-20.4	Grades 9-12	-0	-0	-0	-0	-0	-0	-0
		-0	-0	-0	-0	-0	-0	-0
Difference		-0	-0	-0	-0	-0	-0	-0

**(4) NECESSARY SMALL SCHOOLS ADA**

Enter current and prior year ADA for each school that is eligible to be funded as a necessary small school in the year NSS funding is anticipated.

1	NSS #1	School Code:							
A-1	A-12	Current Year P2 ADA: Grades TK-3	-0	-0	-0				
A-2	A-13	Grades 4-6	-0	-0	-0				
A-3	A-14	Grades 7-8	-0	-0	-0				

Source: School District Necessary Small Schools Allowance Exhibit



A-5, B-2 A-11, B-5	Number of FTE (round up to the full FTE)	- 0	- 0	- 0				
	<i>Is this school eligible for NCS funding?</i>	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible
	Type of school	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS	Not NSS
	Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
Select funding method:	LCFF	LCFF	LCFF	Select method	Select method	Select method	Select method	Select method

**(5) IN-LIEU OF PROPERTY TAX CALCULATION FOR CHARTER SCHOOLS**

Complete either section (a) or (b)

**(a) ALTERNATIVE CALCULATION TOOL**

*Only use this section to override the calculated in-lieu of property tax results with a locally determined calculation.*

1. Clear the prepopulated number '1' from the box located to the right	1
2. Local calculation of total in-lieu property taxes	

**(b) IN-LIEU TAX CALCULATION BY CHARTER SCHOOL ( Note: Charters MUST be numbered to bring results into the District In-Lieu Taxes tab)**

Enter the name and ADA for each charter school. Basic Aid districts are required to transfer in-lieu taxes based on grade span funding rates. To reduce data entry, non-basic aid districts can enter the total ADA for each year into a single grade span.

1	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
Total ADA	-0	-0	-0	-0	-0	-0	-0	
2	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
Total ADA	-0	-0	-0	-0	-0	-0	-0	
3	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
Total ADA	-0	-0	-0	-0	-0	-0	-0	
4	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							





11	Charter Name	[Redacted]							
	Charter ADA by grade span	[Redacted]							
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

12	Charter Name	[Redacted]							
	Charter ADA by grade span	[Redacted]							
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

13	Charter Name	[Redacted]							
	Charter ADA by grade span	[Redacted]							
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

14	Charter Name	[Redacted]							
	Charter ADA by grade span	[Redacted]							
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

15	Charter Name	[Redacted]							
	Charter ADA by grade span	[Redacted]							
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

16	Charter Name	[Redacted]							
	Charter ADA by grade span	[Redacted]							
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

17	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
Total ADA	-0	-0	-0	-0	-0	-0	-0	-0	

18	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
Total ADA	-0	-0	-0	-0	-0	-0	-0	-0	

19	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
Total ADA	-0	-0	-0	-0	-0	-0	-0	-0	

20	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
Total ADA	-0	-0	-0	-0	-0	-0	-0	-0	

21	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
Total ADA	-0	-0	-0	-0	-0	-0	-0	-0	

22	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
Total ADA	-0	-0	-0	-0	-0	-0	-0	-0	

23	Charter Name								
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	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

24	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

25	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

26	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

27	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

28	Charter Name								
	Charter ADA by grade span								
	Grades K-3								
	Grades 4-6								
	Grades 7-8								
	Grades 9-12								
	Total ADA	-0	-0	-0	-0	-0	-0	-0	-0

29	Charter Name								
	Charter ADA by grade span								

	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

30	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

31	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

32	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

33	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

34	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

35	Charter Name							
	Charter ADA by grade span							
	Grades K-3							

	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

36	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

37	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

38	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

39	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

40	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							
	Grades 7-8							
	Grades 9-12							
	Total ADA	-0	-0	-0	-0	-0	-0	-0

41	Charter Name							
	Charter ADA by grade span							
	Grades K-3							
	Grades 4-6							





MINIMUM STATE AID CALCULATION				MINIMUM STATE AID CALCULATION				MINIMUM STATE AID CALCULATION				MINIMUM STATE AID CALCULATION				MINIMUM STATE AID CALCULATION				MINIMUM STATE AID CALCULATION				MINIMUM STATE AID CALCULATION			
	12-13 Rate	2020-21 ADA	N/A	12-13 Rate	2021-22 ADA	N/A	12-13 Rate	2022-23 ADA	N/A	12-13 Rate	2023-24 ADA	N/A	12-13 Rate	2024-25 ADA	N/A	12-13 Rate	2025-26 ADA	N/A	12-13 Rate	2026-27 ADA	N/A	12-13 Rate	2027-28 ADA	N/A			
2012-13 RL/Charter Gen BG adjusted for ADA	\$ -0	546.58	\$ -0	\$ -0	675.55	\$ -0	\$ -0	828.70	\$ -0	\$ -0	1,035.87	\$ -0	\$ -0	1,098.02	\$ -0	\$ -0	1,163.90	\$ -0	\$ -0	1,233.74	\$ -0	\$ -0	1,307.76	\$ -0			
2012-13 NSS Allowance (deficted)	\$ -0			\$ -0			\$ -0			\$ -0			\$ -0			\$ -0			\$ -0			\$ -0					
Minimum State Aid Adjustments																											
Less Current Year Property Taxes/In-Lieu			(155,666)			(187,931)																					
Less Education Protection Account Entitlement			(109,316)			(135,110)																					
Subtotal State Aid for Historical RL/Charter General BG			\$ -0			\$ -0																					
Categorical Minimum State Aid			-0			-0																					
Charter School Categorical Block Grant adjusted for ADA	-0	-0		-0	-0		-0	-0		-0	-0		-0	-0		-0	-0		-0	-0		-0	-0				
Minimum State Aid Guarantee Before Proration Factor			\$ -0			\$ -0																					
Proration Factor			0.00%			0.00%																					
Minimum State Aid Guarantee			\$ -0			\$ -0																					
CHARTER SCHOOL MINIMUM STATE AID OFFSET																											
LCFF Entitlement			5,364,017			6,836,276																					
Minimum State Aid plus Property Taxes including RDA			155,666			187,931																					
Offset			-			-																					
Minimum State Aid Prior to Offset			-			-																					
Total Minimum State Aid with Offset			-			-																					
State Aid Before Additional State Aid			\$ 5,099,035			\$ 6,513,235																					
ADDITIONAL STATE AID			\$ -0			\$ -0																					
LCFF State Aid, Adjusted for Minimum State Aid Guarantee			\$ 5,099,035			\$ 6,513,235																					
LCFF Entitlement (before COE transfer, Choice & Charter Supplemental)			\$ 5,364,017			\$ 6,836,276																					
Change Over Prior Year				27.45%	1,472,259			2,697,611			3,180,537			1,319,595			1,331,671			1,441,843			1,570,928				
LCFF Entitlement Per ADA			\$ 9,814			10,120					11,505			12,274			13,202			13,623			14,053				
Per-ADA Change Over Prior Year				3.12%	306			1,385			769			507			421			421			430				
Basic Aid Status (school districts only)			0			0					0			0			0			0			0				
LCFF SOURCES INCLUDING EXCESS TAXES																											
State Aid		2020-21		Increase	2021-22		Increase	2022-23		Increase	2023-24		Increase	2024-25		Increase	2025-26		Increase	2026-27		Increase	2027-28				
Education Protection Account		\$ 5,099,035	27.73%	1,414,200	\$ 6,513,235	40.14%	2,614,483	\$ 9,127,718	33.87%	3,091,291	\$ 12,219,009	10.56%	1,289,871	\$ 13,508,880	9.62%	1,300,161	\$ 14,809,041	9.51%	1,408,444	\$ 16,217,485	9.47%	1,535,526	\$ 17,753,011				
Property Taxes Net of In-Lieu Transfers		109,316			135,110			165,740			207,174			219,604			232,781			246,748			261,552				
Charter In-Lieu Taxes		-	0.00%	-	-	0.00%	-	-	0.00%	-	-	0.00%	-	-	0.00%	-	-	0.00%	-	-	0.00%	-	-				
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)		155,666	20.73%	32,265	187,931	27.93%	52,498	240,429	19.89%	47,812	288,241	6.00%	17,294	305,536	6.00%	18,332	323,868	6.00%	19,432	343,300	6.00%	20,598	363,898				
		\$ 5,364,017	26.97%	1,446,465	\$ 6,836,276	39.01%	2,666,981	\$ 9,533,887	32.93%	3,139,103	\$ 12,714,424	10.28%	1,307,165	\$ 14,034,020	9.39%	1,318,493	\$ 15,365,690	9.29%	1,427,876	\$ 16,807,532	11.09%	1,556,124	\$ 18,378,461				



Elle Academic Academy - Lucerne (136960) - FY 23.24 Adopted Budget											6/7/23				
EDUCATION PROTECTION ACCOUNT															
	Certification Period	P-2	Actual 2020-21	P2 2021-22	Est. Annual 2021-22	Estimated P-2 2022-23	Est. Annual 2022-23	2023-24	2024-25	2025-26	2026-27	2027-28			
<b>EDUCATION PROTECTION ACCOUNT (EPA) MINIMUM ENTITLEMENT</b>															
A-1	Total ADA for EPA Minimum	\$46.56	\$46.56	\$75.55	\$75.55	\$28.70	\$28.70	\$1,035.87	\$1,068.02	\$1,163.90	\$1,233.74	\$1,307.76			
A-2	Minimum Funding per ADA	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200			
A-3	EPA Minimum Funding (A-1 * A-2)	\$109,316	\$109,316	\$151,110	\$151,110	\$165,740	\$165,740	\$207,174	\$219,604	\$232,781	\$246,748	\$261,552			
<b>EPA PROPORTIONATE SHARE CAP</b>															
B-1a	2012-13 Deflected Base R/C Charter Rate (adjusted for COLA eff. 1/2/22)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
B-1b	Current Year Funded ADA, including NIS	\$46,56	\$46,56	\$75,55	\$75,55	\$28,70	\$28,70	\$1,035.87	\$1,068.02	\$1,163.90	\$1,233.74	\$1,307.76			
B-7	2012-13 Deflected Other Revenue Limit per ADA (adjusted for COLA eff. 1/2/22)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
B-8	Current Year Funded ADA, including NIS	\$46,56	\$46,56	\$75,55	\$75,55	\$28,70	\$28,70	\$1,035.87	\$1,068.02	\$1,163.90	\$1,233.74	\$1,307.76			
B-10	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
B-12	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	\$137,305	\$137,305	\$175,561	\$175,561	\$246,420	\$246,420	\$282,211	\$300,538	\$323,868	\$343,300	\$363,096			
B-14	EPA Proportionate Share Cap (B-12 - B-13; if less than 0, B-14 = 0)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
<b>EPA PROPORTIONATE SHARE</b>															
C-1	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
C-2	Statewide EPA Proportionate Share Rate (as of P-2 compliant)	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%			
C-3	EPA Proportionate Share (C-1 * C-2)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
<b>EPA ENTITLEMENT</b>															
D-1	EPA Entitlement (E-1 + E-2 + E-3 + E-4 + E-5 + E-6 + E-7 + E-8 + E-9 + E-10 + E-11 + E-12)	\$109,316	\$109,316	\$135,110	\$135,110	\$165,740	\$165,740	\$207,174	\$219,604	\$232,781	\$246,748	\$261,552			
D-2	Miscellaneous Adjustments**	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
D-3	Adjusted EPA Entitlement (D-1 + D-2)	\$109,316	\$109,316	\$135,110	\$135,110	\$165,740	\$165,740	\$207,174	\$219,604	\$232,781	\$246,748	\$261,552			
D-4	Prior Year Annual Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
D-5	P2 Entitlement Net of P2 Adjustment	\$109,316	\$109,316	\$135,110	\$135,110	\$165,740	\$165,740	\$207,174	\$219,604	\$232,781	\$246,748	\$261,552			
C-2	Statewide EPA Proportionate Share Rate (as of P-2 compliant)	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%	70.6795957%			
D-6	Adjusted EPA Entitlement (net of other L-CPF items)	\$109,316	\$109,316	\$135,110	\$135,110	\$165,740	\$165,740	\$207,174	\$219,604	\$232,781	\$246,748	\$261,552			

USER NOTES

revised exhibit reference from B1 and B4 to B-7 and B-8

\*\*A miscellaneous adjustment increases EPA State Aid (object 8012) funding in lieu of issuing an invoice on an LEA when it is overpaid. EPA State Aid affects LCFE State Aid (object 8011). It is calculated a single time at P2.

Elle Academic Academy - Lucerne (136960) - FY 23.24 Adopted Budget											6/7/23					User Notes
SUMMARY OF FUNDING																
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28								
<b>GENERAL ASSUMPTIONS</b>																
COLA & Augmentation	0.0%	5.0%	3.25%	2.0%	1.0%	0.25%	0.0%	0.0%								
Base Grant Praction Factor	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%								
Additional ERT & NSA Praction Factor	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%								
<b>LCFF ENTITLEMENT</b>																
Base Grant	\$4,606,468	\$5,982,799	\$8,203,711	\$11,086,396	\$12,214,265	\$13,373,377	\$14,627,979	\$15,995,588								
Grade Span Adjustment	150,452	213,165	313,730	386,055	436,261	477,975	522,791	571,257								
Supplemental Grant	\$60,801	\$40,282	\$61,527	\$1,189,498	\$1,303,923	\$1,427,212	\$1,561,135	\$1,707,047								
Concentration Grant	58,298	-	-	-	-	-	-	-								
Additional: Targeted Instructional Improvement Block Grant	-	-	-	-	-	-	-	-								
Additional: Home-to-School Transportation	-	-	-	-	-	-	-	-								
Additional: Small School District Bus Replacement Program	-	-	-	-	-	-	-	-								
Additional: Transitional Kindergarten	-	-	55,219	72,475	79,950	87,426	95,928	104,566								
Total LCFF Entitlement Before Adjustments, ERT & Additional State Aid	\$5,364,017	\$6,836,276	\$9,533,887	\$12,714,424	\$14,034,019	\$15,365,690	\$16,807,533	\$18,378,460								
Miscellaneous Adjustments	-	-	-	-	-	-	-	-								
Economic Recovery Target	-	-	-	-	-	-	-	-								
Additional State Aid	-	-	-	-	-	-	-	-								
Total LCFF Entitlement	\$5,364,017	\$6,836,276	\$9,533,887	\$12,714,424	\$14,034,019	\$15,365,690	\$16,807,533	\$18,378,460								
LCFF Entitlement Per ADA	\$9,814	\$10,120	\$11,505	\$12,274	\$12,781	\$13,202	\$13,623	\$14,053								
<b>COMPONENTS OF LCFF BY OBJECT CODE</b>																
State Aid (Object Code 8011)	\$5,099,035	\$6,513,235	\$9,127,718	\$12,219,059	\$13,308,880	\$14,409,041	\$15,621,485	\$17,253,011								
EPA/LCFF Calculation - Resource 1600 (Object Code 8012)	\$109,316	\$135,110	\$165,740	\$207,174	\$219,604	\$232,781	\$246,748	\$261,552								
Local Revenue (Object Code 8008)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0								
Property Taxes (Object Code 8009)	\$155,666	\$187,931	\$240,429	\$288,241	\$305,536	\$323,868	\$343,300	\$363,096								
In-Lieu of Property Taxes (Object Code 8006)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0								
Property Value Lost of the Law	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0								
<b>TOTAL FUNDING</b>	<b>\$5,364,017</b>	<b>\$6,836,276</b>	<b>\$9,533,887</b>	<b>\$12,714,424</b>	<b>\$14,034,020</b>	<b>\$15,365,690</b>	<b>\$16,807,532</b>	<b>\$18,378,461</b>								
Basic Aid Status	0	0	0	0	0	0	0	0								
Excess Taxes	\$1,089,167	\$1,215,167	\$1,652,740	\$2,077,171	\$2,215,631	\$2,352,731	\$2,496,748	\$2,642,552								
EPA in Excess to LCFF Funding	\$109,316	\$135,110	\$165,740	\$207,174	\$219,604	\$232,781	\$246,748	\$261,552								
Total LCFF Entitlement	\$5,364,017	\$6,836,276	\$9,533,887	\$12,714,424	\$14,034,019	\$15,365,690	\$16,807,532	\$18,378,460								
<b>SUMMARY OF EPA</b>																
% of Adjusted Revenue Limit - Annual	82.7488538%	73.3716693%	45.2180787%	45.2180787%	45.2180787%	45.2180787%	45.2180787%	45.2180787%								
% of Adjusted Revenue Limit - P-2	70.6795957%	73.3716693%	45.2180787%	45.2180787%	45.2180787%	45.2180787%	45.2180787%	45.2180787%								
EPA/LCFF Calculation (Resource 1600)	\$109,316	\$135,110	\$165,740	\$207,174	\$219,604	\$232,781	\$246,748	\$261,552								
EPA Current Year (Object Code 8012)	\$109,316	\$135,110	\$165,740	\$207,174	\$219,604	\$232,781	\$246,748	\$261,552								
(P-2) Current Year Account	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0								
EPA Prior Year Adjustment (Object Code 8019)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0								
(Prior Year Net Account)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0								
Actual (from Data Entry)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0								
<b>LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES</b>																
Base Grant (Excludes aid for Title I and Transportation)	\$4,759,920	\$6,195,984	\$8,617,441	\$11,482,451	\$12,650,646	\$13,851,052	\$15,150,770	\$16,566,845								
Supplemental and Concentration Grant funding in the LCAP year	\$605,097	\$440,292	\$661,227	\$1,159,498	\$1,303,923	\$1,427,212	\$1,561,135	\$1,707,047								
Percentage to Increase or Improve Services	12.72%	10.33%	9.99%	10.10%	10.30%	10.30%	10.30%	10.30%								
<b>SUMMARY OF STUDENT POPULATION</b>																
<b>Unduplicated Pupil Population</b>																
Enrollment	340	568	693	866	918	973	1,032	1,094								
CDE Enrollment	0	0	0	0	0	0	0	0								
Total Enrollment	340	568	693	866	918	973	1,032	1,094								
Unduplicated Pupil Count	172	286	357	446	473	501	531	563								
CDE Unduplicated Pupil Count	0	0	0	0	0	0	0	0								
Total Unduplicated Pupil Count	172	286	357	446	473	501	531	563								
Rolling % Supplemental Grant	57.4500%	51.6700%	49.8700%	50.4900%	51.5200%	51.5200%	51.5200%	51.5200%								
Rolling % Concentration Grant	57.4500%	51.6700%	49.8700%	50.4900%	51.5200%	51.5200%	51.5200%	51.5200%								
<b>SUMMARY OF LCFF ADA</b>																
<b>Third Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)</b>																
Grades TK-3	0	0	0	0	0	0	0	0								
Grades 4-6	0	0	0	0	0	0	0	0								
Grades 7-8	0	0	0	0	0	0	0	0								
Grades 9-12	0	0	0	0	0	0	0	0								
LCFF Subtotal	0	0	0	0	0	0	0	0								
NISS	0	0	0	0	0	0	0	0								
Combined Subtotal	0	0	0	0	0	0	0	0								
<b>Second Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)</b>																
Grades TK-3	0	0	0	0	0	0	0	0								
Grades 4-6	0	0	0	0	0	0	0	0								
Grades 7-8	0	0	0	0	0	0	0	0								
Grades 9-12	0	0	0	0	0	0	0	0								
LCFF Subtotal	0	0	0	0	0	0	0	0								
NISS	0	0	0	0	0	0	0	0								
Combined Subtotal	0	0	0	0	0	0	0	0								
<b>Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)</b>																
Grades TK-3	0	0	0	0	0	0	0	0								
Grades 4-6	0	0	0	0	0	0	0	0								
Grades 7-8	0	0	0	0	0	0	0	0								
Grades 9-12	0	0	0	0	0	0	0	0								
LCFF Subtotal	0	0	0	0	0	0	0	0								
NISS	0	0	0	0	0	0	0	0								
Combined Subtotal	0	0	0	0	0	0	0	0								
<b>Prior 3-Year Average ADA (adjusted for +/- current year charter shift) - Effective beginning in 2022-23</b>																
Grades TK-3	0	0	0	0	0	0	0	0								
Grades 4-6	0	0	0	0	0	0	0	0								
Grades 7-8	0	0	0	0	0	0	0	0								
Grades 9-12	0	0	0	0	0	0	0	0								
LCFF Subtotal	0	0	0	0	0	0	0	0								
NISS	0	0	0	0	0	0	0	0								
Combined Subtotal	0	0	0	0	0	0	0	0								
<b>Current Year ADA</b>																
Grades TK-3	123.73	171.67	229.05	240.97	255.00	270.30	286.52	303.71								
Grades 4-6	80.53	123.90	156.03	183.88	173.71	184.14	195.18	208.89								
Grades 7-8	131.03	110.81	113.36	119.06	126.20	133.78	141.80	150.31								
Grades 9-12	211.29	269.17	330.26													



The calculator is structured to estimate all 2024 per pupil costs for calculating the 2024-25 open adjustment, supplemental and maintenance and...

Table with columns: ADA, Level/FTE, Allowance, 2023-24 deficit, etc. Includes sections for High School, Prior Year ADA, and NIS Funding Calculations.

Table with columns: ADA, Level/FTE, Allowance, 2023-24 deficit, etc. Includes sections for 2020-21, 2019-20, and 2020-21.

Table with columns: ADA, Level/FTE, Allowance, 2023-24 deficit, etc. Includes sections for 2021-22, 2020-21, and 2021-22.

The calculations below will compare total funding for all possible combinations of funding selection for each school that qualify to be NIS-funded...

Table with columns: OPTION, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32.

Table with columns: OPTION, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32.

Table with columns: OPTION, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32.

The calculations below will compare total funding for all possible combinations of funding selection for each school that qualify to be NIS-funded...

Table with columns: OPTION, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32.

Table with columns: OPTION, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32.

Table with columns: OPTION, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32.



















NSS Allow-on	-0	-0	-0	-0	-0	-0
TOTAL Adjusted NSS Allowance (Dedicated) for EPA	-	-	-	-	-	-





Charts and Graphs

Charts and graphs provided on this tab represent one computational methodology and are not intended to set or communicate any standards of the California Department of Education (CDE) or the Fiscal Crisis and Management Assistance Team (FCMAT). The Graphs tab remains unprotected to allow editing for local standards.

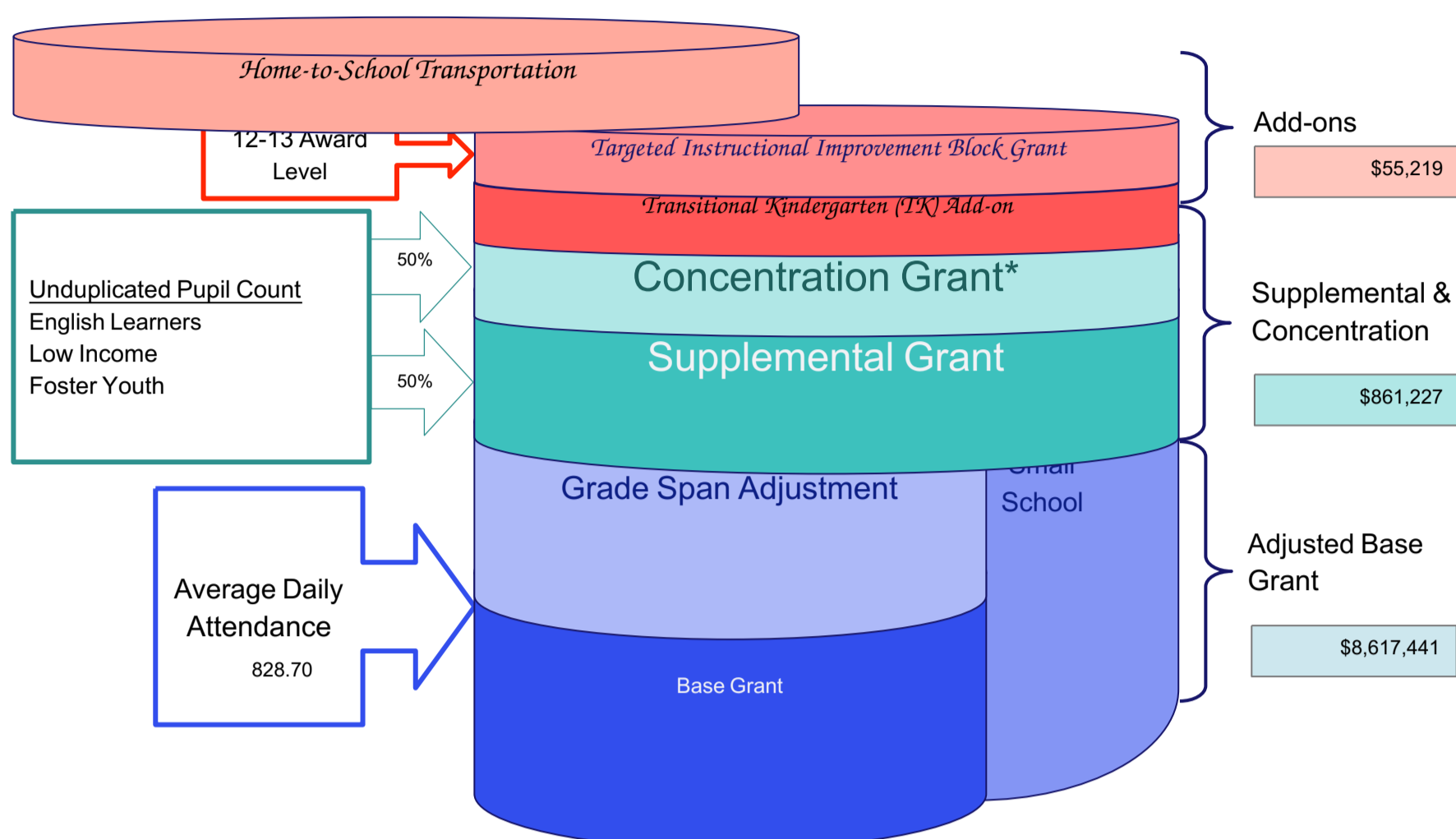
2022-23

Change the fiscal year here to update all of the charts and graphics on this page that only display one fiscal year.

Components of LCFF Entitlement

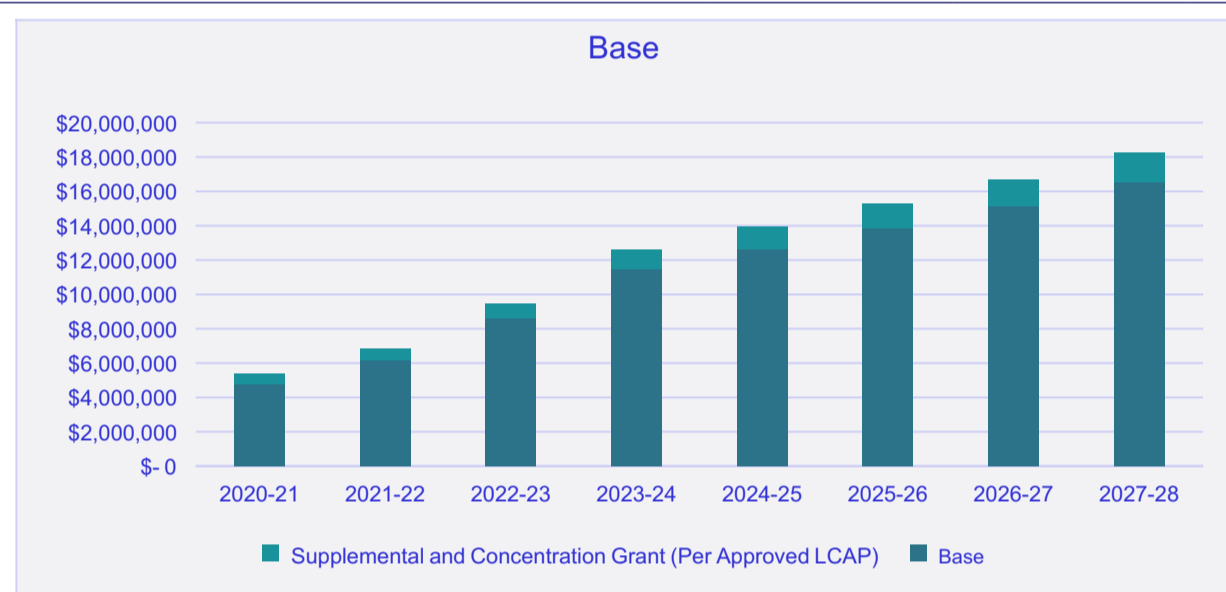
2022-23				
Base Grant	\$ 8,303,711		828.70 ADA	
Grade Span Adjustment	\$ 313,730		\$ 8,617,441	Adjusted Base Grant
Supplemental Grant	\$ 861,227	50%		
Concentration Grant	\$ - 0	50%	\$ 861,227	Supplemental & Concentration
Add-ons: Targeted Instructional Improvement Block Grant	\$ - 0			
Add-ons: Home-to-School Transportation	\$ - 0			
Add-ons: Small School District Bus Replacement Program	\$ - 0		\$ 55,219	Add-ons
Add-ons: Transitional Kindergarten	\$ 55,219			
<b>Total</b>	<b>\$ 9,533,887</b>		<b>\$ 9,533,887</b>	

Total LCFF Funding: \$9,533,887

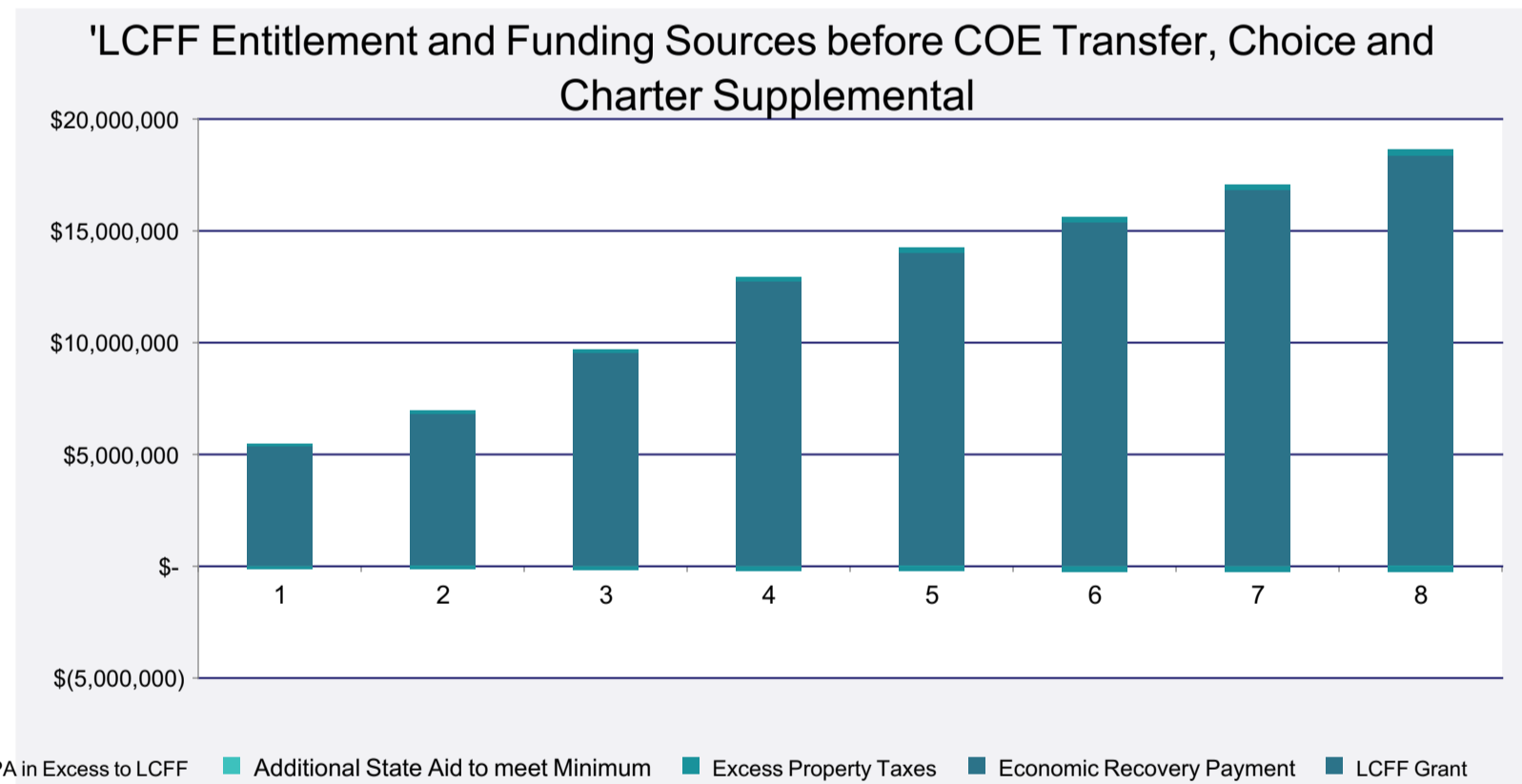


\*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

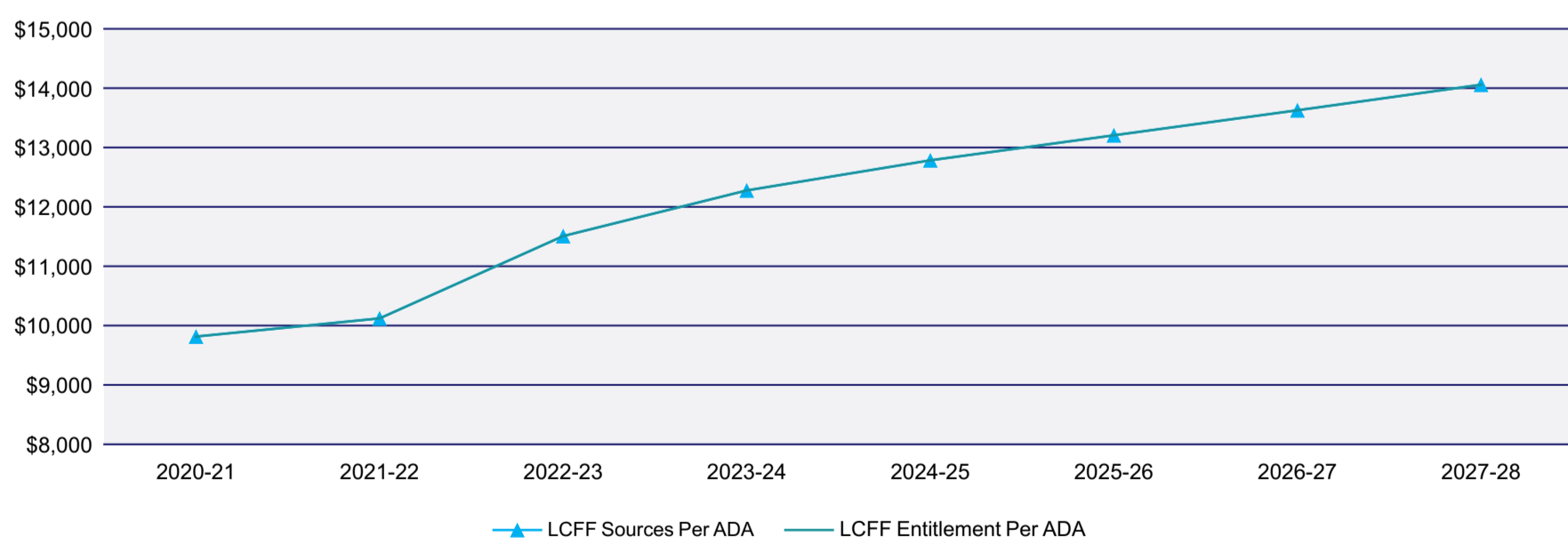
Minimum Proportionality Analysis	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Base	\$ 4,758,920	\$ 6,195,984	\$ 8,617,441	\$ 11,482,451	\$ 12,650,646	\$ 13,851,052	\$ 15,150,770	\$ 16,566,845
Supplemental and Concentration Grant (Per Approved LCAP)	605,097	640,292	861,227	1,159,498	1,303,523	1,427,212	1,561,135	1,707,047
<b>Total</b>	<b>\$ 5,364,017</b>	<b>\$ 6,836,276</b>	<b>\$ 9,533,887</b>	<b>\$ 12,714,424</b>	<b>\$ 14,034,019</b>	<b>\$ 15,365,690</b>	<b>\$ 16,807,533</b>	<b>\$ 18,378,460</b>



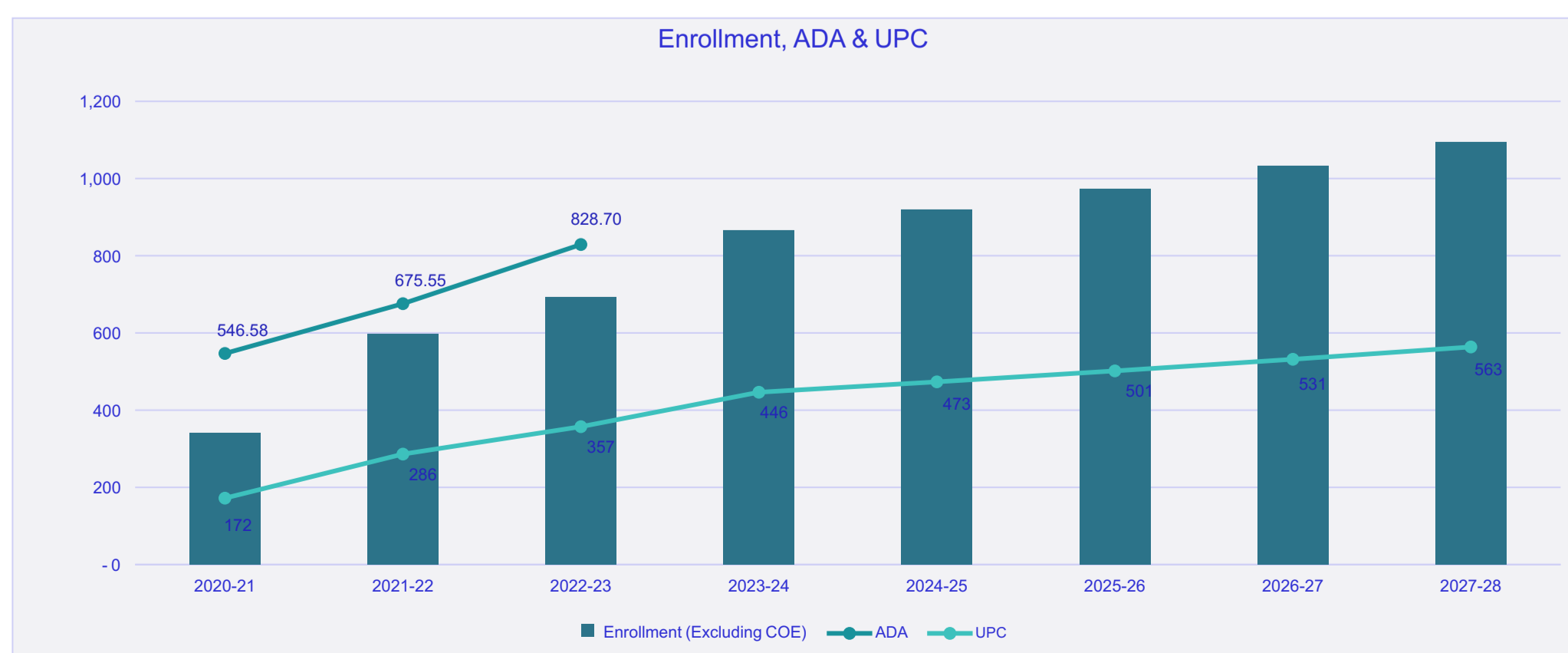
Funding Sources	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Excess Property Taxes	\$ (109,316)	\$ (135,110)	\$ (165,740)	\$ (207,174)	\$ (219,603)	\$ (232,781)	\$ (246,748)	\$ (261,551)
Additional State Aid to meet Minimum	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0
EPA in Excess to LCFF	\$ 109,316	\$ 135,110	\$ 165,740	\$ 207,174	\$ 219,604	\$ 232,781	\$ 246,748	\$ 261,552
Economic Recovery Payment	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0	\$ - 0
LCFF Grant	\$ 5,364,017	\$ 6,836,276	\$ 9,533,887	\$ 12,714,424	\$ 14,034,019	\$ 15,365,690	\$ 16,807,533	\$ 18,378,460
<b>Total General Purpose Funding</b>	<b>\$ 5,364,017</b>	<b>\$ 6,836,276</b>	<b>\$ 9,533,887</b>	<b>\$ 12,714,424</b>	<b>\$ 14,034,020</b>	<b>\$ 15,365,690</b>	<b>\$ 16,807,533</b>	<b>\$ 18,378,461</b>



LCFF Entitlement per ADA	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Funded ADA	546.58	675.55	828.70	1,035.87	1,098.02	1,163.90	1,233.74	1,307.76
LCFF Sources per ADA	\$ 9,813.78	\$ 10,119.57	\$ 11,504.63	\$ 12,274.15	\$ 12,781.18	\$ 13,201.86	\$ 13,623.26	\$ 14,053.37
Net Change per ADA		\$ 305.79	\$ 1,385.06	\$ 769.52	\$ 507.03	\$ 420.68	\$ 421.40	\$ 430.11
Net Percent Change		3.12%	13.69%	6.69%	4.13%	3.29%	3.19%	3.16%
Estimated LCFF Entitlement per ADA	\$ 9,813.78	\$ 10,119.57	\$ 11,504.63	\$ 12,274.15	\$ 12,781.18	\$ 13,201.86	\$ 13,623.26	\$ 14,053.37
Net Change per ADA		\$ 305.79	\$ 1,385.06	\$ 769.52	\$ 507.03	\$ 420.68	\$ 421.40	\$ 430.11
Net Percent Change		3.12%	13.69%	6.69%	4.13%	3.29%	3.19%	3.16%



Student Summary	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Enrollment (Excluding COE)	340	598	693	866	918	973	1,032	1,094
UPC	172	286	357	446	473	501	531	563
ADA	546.58	675.55	828.70	1,035.87	1,098.02	1,163.90	1,233.74	1,307.76







June 14th, 2023

Board Resolution: Loan Authorization for Cashflow Needs

WHEREAS, Elite Academic Academy - Lucerne ("the Organization") has experienced a projected increase in student enrollment of 25% or more, which has resulted in additional financial requirements to support its operations and fulfill its commitments; and

WHEREAS, the Organization anticipates that state funding for schools will be received with a delay, exacerbating the cashflow needs to cover immediate expenses; and

WHEREAS, the Board of Directors recognizes the need to secure a term loan of up to \$3 million, or line of credit with a limit not to exceed \$3 million, to fulfill the Organization's cashflow requirements and ensure uninterrupted operations and quality education for students; and

WHEREAS, the Board of Directors acknowledges the expertise and responsibilities of the Chief Executive Officer (CEO) to explore multiple loan options, negotiate terms, and secure a loan with the lowest cost and/or most flexible loan terms; and

WHEREAS, the Board of Directors desires to maintain oversight of the loan acquisition process and ensure transparency and accountability throughout;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The CEO of Elite Academic Academy - Lucerne is hereby authorized to seek and negotiate a loan or line of credit of up to \$3 million to address the Organization's cashflow needs resulting from the projected increase in student enrollment and the anticipated delay in state funds.
2. The CEO is empowered to review and consider multiple loan options from reputable financial institutions and select the loan that offers the lowest cost and/or most flexible terms, while considering the Organization's long-term financial sustainability.
3. The CEO shall consult the Board of Directors throughout the loan acquisition process, providing regular updates on the progress, potential loan options, and any significant developments.
4. Upon the CEO's successful negotiation of the loan, the final loan contract, including all associated terms and conditions, shall be brought before the Board of Directors for retroactive approval during the next scheduled board meeting.
5. To ensure timely execution of the loan contract and to demonstrate uniform consent, the Board President and Treasurer are authorized to electronically sign the loan contract in advance of the board meeting.
6. The CEO shall provide a comprehensive report to the Board of Directors regarding the loan acquisition, including the selected loan option, terms, repayment plan, and any other relevant details for review and discussion during the board meeting.
7. This resolution shall remain in effect until the loan acquisition process is completed, and the loan contract is officially approved by the Board of Directors.

The undersigned hereby certify that the foregoing resolution was duly approved and adopted by the Board of Directors of Elite Academic Academy - Lucerne.

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Dr. Susan McDougal, Board President

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Cody Simms, Board Vice President

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Kent Christensen, Board Secretary/Clerk



# ELITE™

— A C A D E M I C —

# A C A D E M Y

## LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Elite Academic Academy-Lucerne

CDS Code: 36750510136960

School Year: 2023-24

LEA contact information:

Meghan Freeman

CEO

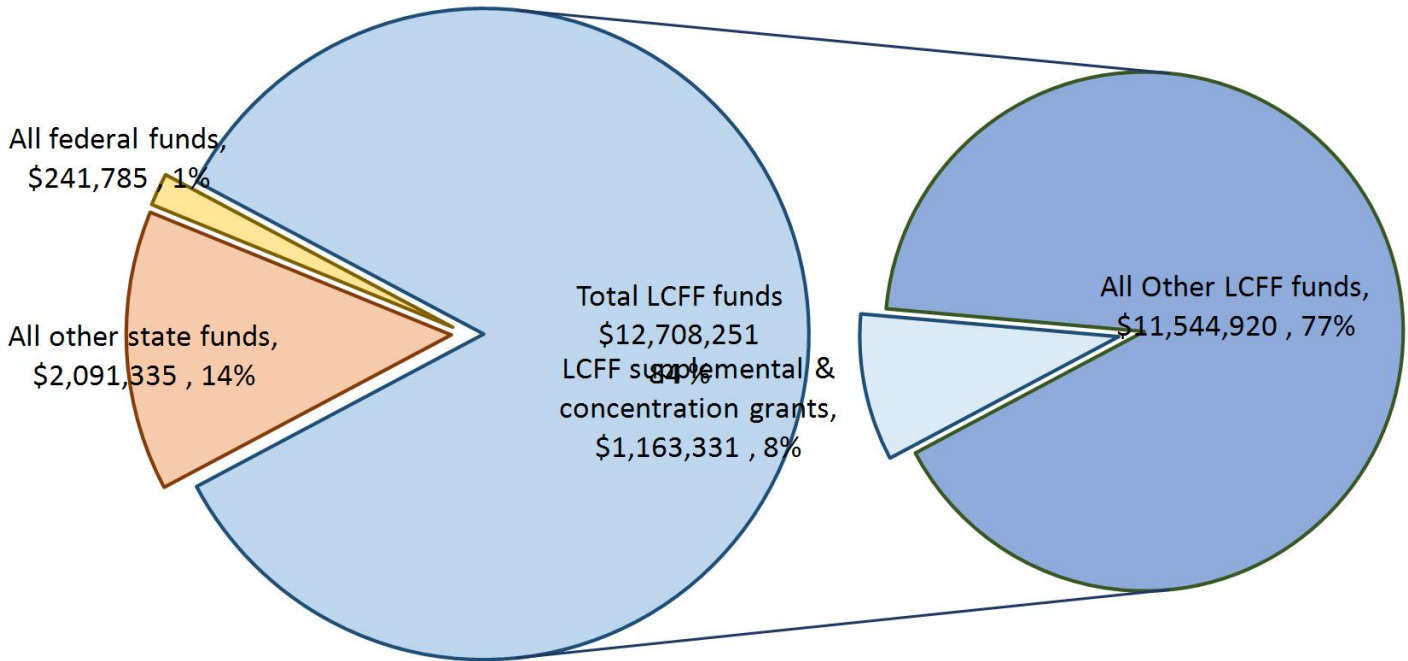
[mfreeman@eliteacademic.com](mailto:mfreeman@eliteacademic.com)

(866) 354-8302 Ext. 703

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

# Budget Overview for the 2023-24 School Year

## Projected Revenue by Fund Source

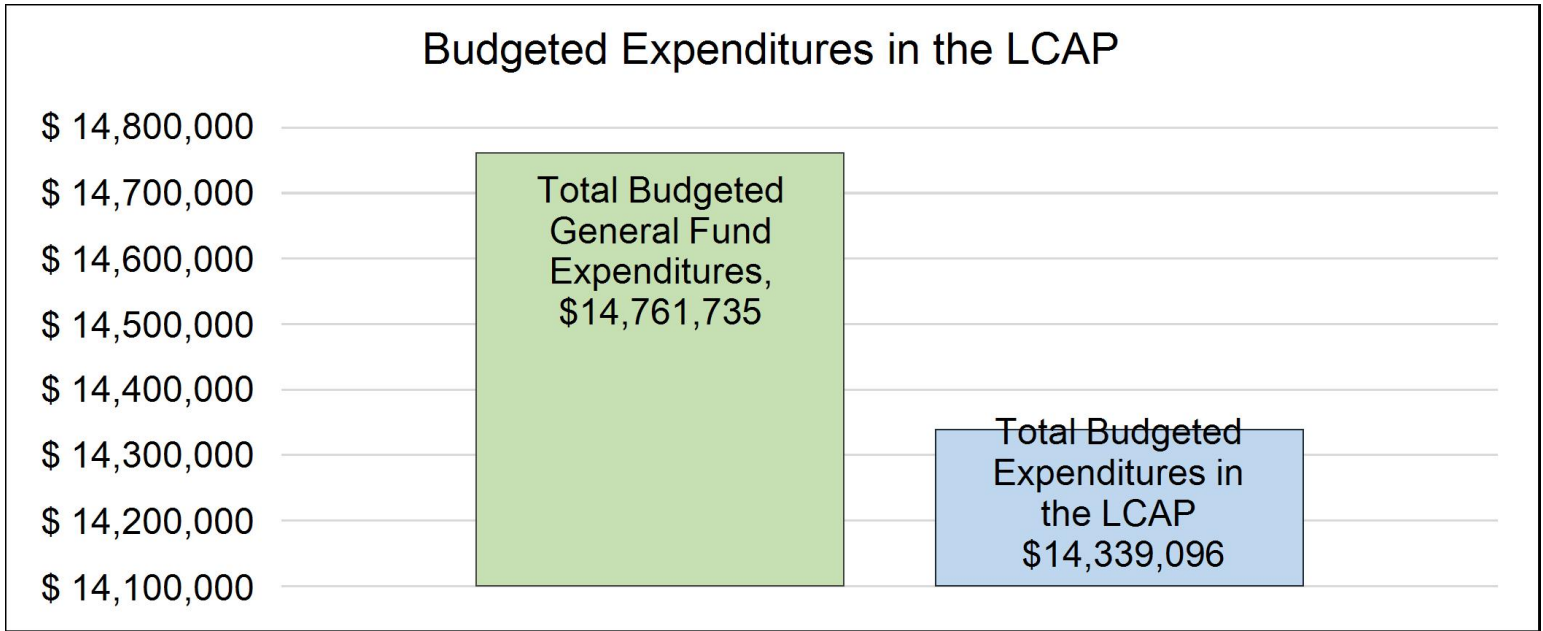


This chart shows the total general purpose revenue Elite Academic Academy-Lucerne expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Elite Academic Academy-Lucerne is \$15,041,371, of which \$12,708,251 is Local Control Funding Formula (LCFF), \$2,091,335 is other state funds, \$0 is local funds, and \$241,785 is federal funds. Of the \$12,708,251 in LCFF Funds, \$1,163,331 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Elite Academic Academy-Lucerne plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Elite Academic Academy-Lucerne plans to spend \$14,761,735 for the 2023-24 school year. Of that amount, \$14,339,096 is tied to actions/services in the LCAP and \$422,639 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Employees Benefits, Special Education Costs and Misc. Business and Operating expenses are not included in the LCAP.

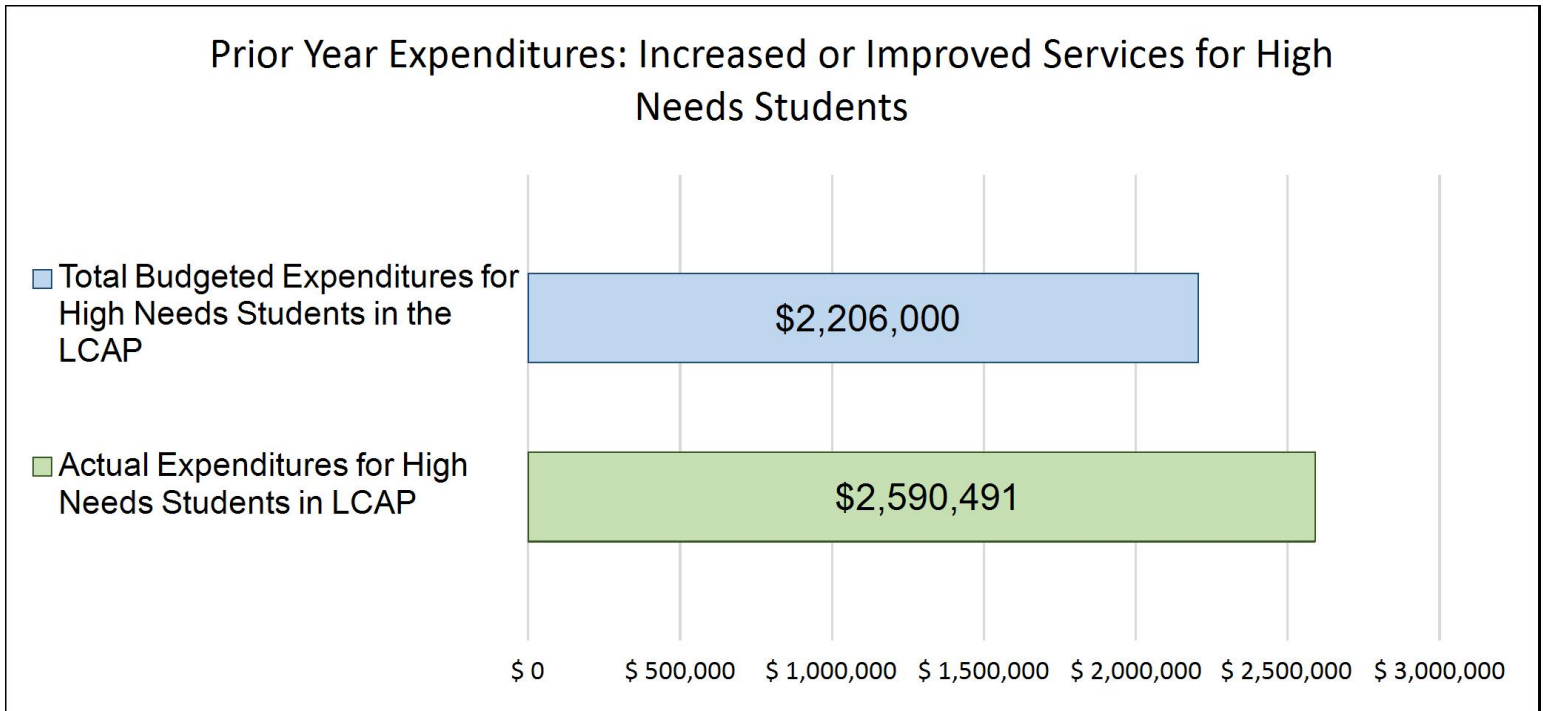
## Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Elite Academic Academy-Lucerne is projecting it will receive \$1,163,331 based on the enrollment of foster youth, English learner, and low-income students. Elite Academic Academy-Lucerne must describe how it intends to increase or improve services for high needs students in the LCAP. Elite Academic Academy-Lucerne plans to spend \$2,635,563 towards meeting this requirement, as described in the LCAP.



# LCFF Budget Overview for Parents

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



This chart compares what Elite Academic Academy-Lucerne budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Elite Academic Academy-Lucerne estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Elite Academic Academy-Lucerne's LCAP budgeted \$2,206,000 for planned actions to increase or improve services for high needs students. Elite Academic Academy-Lucerne actually spent \$2,590,491 for actions to increase or improve services for high needs students in 2022-23.





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## 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
Elite Academic Academy-Lucerne	Meghan Freeman CEO	mfreeman@eliteacademic.com (866) 354-8302 Ext. 703

## Plan Summary [2023-24]

# General Information

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

## Elite Academic Academy-Lucerne

### Mission Statement

Elite Academic Academy is committed to pursuing and maintaining educational excellence and unparalleled flexibility to achieve academic distinction in an independent study platform.

### Vision

Elite Academic Academy harnesses the power of flexible learning environments to provide a superior education for our students. Working with all stakeholders, we will create an individualized learning environment designed to enable each student to gain the skills necessary to achieve their long-term educational, professional, and personal goals and dreams.

### About Elite Academic Academy

Elite Academic Academy-Lucerne (EAA-L) TK-12 is the premier independent study educational option. We focus on flexible individualized home schools and virtual/blended academies for students who are not successful or choose not to attend traditional brick-and-mortar schools. EAA provides high-quality and rigorous standards-based virtual and traditional curriculum options. Currently, EAA-Lucerne serves 693 students across its three programs (Virtual, Homeschool, and Flex). EAA-L serves a diverse group of students from all ethnicities, backgrounds, and cultures. The most prevalent race is white, with 39% followed by African American or Black with 19.1% and 17.5% Latino. 2.5% of our student population are English Language Learners, 50.9% of students are socio-economically disadvantaged, 11.6% are in Special Education and 98.10% of students are in permanent housing.

We also provide unique academies with an emphasis on Elite Athletics and Career Technical Education (CTE) opportunities to ensure our students graduate ready for college and career. Elite Academic Academy defines success in the 21st Century for our students as an ability to responsibly and individually set goals and become self-motivated, as well as to be competent and prepared for the challenges ahead, and to develop an appreciation for lifelong learning. EAA prepares students to be individual and motivated thinkers and to ask for help when needed, but also to be prepared and confident when stepping out on their own. We assess for the fulfillment of these signs of success through a variety of measures such as State Standardized testing, Teacher observations, and teacher created tasks, Verifiable Internal Assessments (iReady and EasyCBM), Parent/Teacher/Student Learning Period meetings, report cards, portfolios, learning journals, presentations, labs, quizzes, and finals. We recognize that life is not always easy; however, cognitive processes and inherent self-value are significant in the pursuit and attainment of personal goals and dreams. We challenge students to develop an appreciation for the knowledge, and we make the educational material meaningful for students.

## Reflections: Successes

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

Elite Academic Academy Lucerne is NCAA Approved and WASC Accredited with a 6-year accreditation that was awarded upon WASC renewal in 2022. EAA continues to build an extensive list of UC/CSU A-G approved courses that have been written by our Highly-Qualified Credentialed Subject Matter Experts, as well as adopted from A-G approved online publishers.

EAA-Lucerne has multiple complete Career Technical Education (CTE) pathways that are supported by Highly-Qualified CTE credentialed teachers, and community partners. With the award of the CTE Incentive Grant, this program continues to grow with new staff and new pathways. Students are supported for the enrichment and athletic support by our own Highly-Qualified Credentialed teachers in Visual and Performing Arts, Marketing, and Hospitality, as well as through community partnerships. Elite Academic Academy continues to support student Social and Emotional Learning growth through its partnership with Ambassadors of Compassion for courses focused on social and emotional awareness.

Elite Academic Academy fosters a school culture of connections by creating programs, clubs, workshops, prom, in-person field trips, student leadership retreats, and parent-teacher meetings that are inclusive of all students. Students are engaging in the Podcast Club, athletic challenges, Visual and Performing Arts activities, and connecting with Nature through the Quest Crew club, all while forming important friendships and connections. For students struggling academically, our Learning Lab program builds the growth mindset as well as the academic skills needed to find success. This has also resulted in a shrinking of the academic performance gap.

## Reflections: Identified Need

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

Closing achievement gaps in ELA and Math continues to be a priority. We have seen huge gains in both areas, but still have a significant population of students who are performing below grade level. We are often challenged with students who come to our school severely skill and credit deficient; knowing this, we work quickly and swiftly to create academic plans to accelerate their learning. Identified students participate in the targeted intervention using our MTSS processes and small group Learning Labs. Using our MTSS process, students who are performing a 1 or 2 on CAASPP, or are identified as below proficiency levels on district assessments, are automatically enrolled in these intervention-based courses/programs with the support of the high-qualified teacher.

## LCAP Highlights

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

Goal 1:

We will improve the academic achievement of all students through predominant instructional practices, a guaranteed and viable curriculum, and standard-aligned assessments. This will be measured by our ability to meet or exceed our authorizing district CAASPP ELA and Math Scores.

Measuring Metrics:

CAASPP, LPAC, PFT data, SST Exit data, Dual Enrollment, A-G Completion, i-Ready & Easy CBM data, Graduation Rates, Professional Development, Staff Survey, LCFF Evaluation, Compliance Audits, Progress Reports, Report Cards

1.1 Academic Achievement through highly qualified staff, research-based instructional practices, and performance monitoring

1.2 Special Education Academic Achievement

1.3 Equitable access to Common Core-aligned viable curriculum and materials.

1.4 Professional Development to support effective teaching

1.5 Management of Fiscal, operational, and technological resources to support students, staff, and the community.

Goal 2: Build Family and Community

Establish connections and partnerships with our families and community to increase engagement, and involvement, ensure safety and satisfaction and support student learning and achievement.

Measuring Metrics:

Parent/Staff/Student Survey results

Social Media Engagement average

Average attendance at Virtual Workshops

Suspension/Expulsion Data

2.1 School-Based Enrichment Activities (All Students)

2.2 Meaningful and Transparent Communication (All Students)

2.3 Safe Learning Environment (All Students)

2.4 English Language Family Support (EL)

2.5 Engaging the Community

2.6 Providing Access to Resources (All Students)

Goal 3: MTSS

Support students with academic support and interventions, as well as appropriate social-emotional supports, to meet their needs in a supportive environment through the implementation of the Multi-Tiered Systems of Support (MTSS) framework.

Measuring Metrics:

Summative ELPAC results

EL Reclassification

iReady ELA and Math Growth Scores for MTSS students  
Attendance at MTSS Tutor Sessions  
Chronic Absenteeism rate  
ADA

- 3.1 Implement MTSS Tiered Systems of Support
- 3.2 EL Proficiency Monitoring (EL)
- 3.3 REMOVED
- 3.4 Establish Social-Emotional and Physical Health Services for students and staff.
- 3.5 Provide MTSS Professional Development for all Staff (All)
- 3.6 Access to Technology (SpEd, EL, FY, etc)
- 3.7 Offer Year-Round Track for credit recovery, advancement, and enrichment

Goal 4:  
We will prepare secondary students to graduate from school with opportunities and preparation for college and careers.

Measuring Metrics  
CTE Course Enrollment  
CTE Pathway Completion  
A-G Completion  
AP Course enrollment/completion/AP test scores FAFSA completion  
CTE Industry Certifications

- 4.1 Career Technical Education Program Pathways
- 4.2 Assessment & Articulation for post-secondary preparation
- 4.3 College and Career Counseling
- 4.4 Professional Development for College and Career
- 4.5 Advanced Academic Resources (SOAR)

# 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.

Elite Academic Academy - Lucerne

## ***Support for Identified Schools***

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

Elite Academic Academy staff will review LCAP to ensure that the interventions, strategies, and activities being offered to targeted students are aligned with the LCAP goals, actions, and services to best support students with academic achievement and growth.

To ensure the successful graduation of at-risk students, our school will implement a comprehensive and specific support system, utilizing evidence-based interventions while addressing any resource inequities. Our approach will involve the following steps:

1. **Analysis of Data:** We will carefully review Elite Academic Academy - Lucerne's goals and conduct a thorough needs assessment. This assessment will encompass various data points, including attendance records, academic achievement data, assessment results, and an evaluation of current best practices, strategies, and interventions. By analyzing this data, we can identify specific areas where students are struggling and determine the effectiveness of existing approaches.
2. **Collaboration with Educational Partners:** To gain a holistic perspective, we will actively involve educational partners such as parents, staff, administrators, community partners, and school board members. Their input will help us identify additional needs and ensure that the proposed interventions are well-vetted and align with the collective goals of the school community.
3. **Development of Targeted Interventions and Strategies:** Based on the data analysis and collaborative input, we will design a targeted plan of evidence-based interventions and strategies. These interventions may include personalized tutoring, mentoring programs, academic support classes, and counseling services tailored to address specific challenges faced by at-risk students. By utilizing evidence-based practices, we aim to maximize the effectiveness of our interventions and increase the likelihood of student success.
4. **Addressing Resource Inequities:** We acknowledge that resource inequities can hinder student progress. As we develop our comprehensive support and improvement plans, we will specifically identify any disparities in resources available to students. This could include unequal access to technology, learning materials, or specialized support services. By highlighting these inequities, we can seek additional resources or reallocate existing ones to ensure that all students have equitable opportunities for success.

5. Alignment with LCAP: Our support and improvement plans will be closely aligned with our LCAP to ensure the school's priorities and allocation of resources are targeted. Furthermore, we will actively identify any additional goals that should be incorporated into the upcoming LCAP, based on the insights gained through the development of our support plans.

By following this coherent and specific approach, rooted in evidence-based interventions and addressing resource inequities, we are confident in our ability to provide targeted support to at-risk students and significantly increase their chances of graduating successfully.

### ***Monitoring and Evaluating Effectiveness***

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

To enhance graduation rates and monitor the effectiveness of the plan to support student and school improvement, our school will implement a comprehensive monitoring and evaluation framework. The following description outlines the method, process, and plan we will utilize to collect, organize, and examine the data necessary to monitor the implementation and effectiveness of the CSI plan:

1. Data Collection: Our school will employ various methods to collect relevant data related to student and school improvement. This will include gathering data on attendance, academic performance, credit accumulation, graduation rates, and student participation in support programs and interventions. We will also collect qualitative data through surveys, interviews, and focus groups to gain insights into students' experiences and perceptions.
2. Data Organization: The collected data will be organized systematically to ensure ease of access and analysis. We will utilize appropriate data management systems and tools to maintain accurate records and establish a secure data repository. This organization will enable us to track progress over time and identify trends and patterns that inform decision-making.
3. Data Examination: Our school will regularly examine the collected data to monitor the implementation and effectiveness of the CSI plan. This examination will involve analyzing quantitative and qualitative data, identifying areas of success, and identifying areas for improvement. We will assess student progress, credit recovery, and engagement in support services. Additionally, we will examine the implementation fidelity of interventions and strategies outlined in the CSI plan.
4. Evaluation of Effectiveness: To evaluate the effectiveness of the CSI plan in improving graduation rates, we will employ the following measures:
  - a. Comparative Analysis: We will compare graduation rates before and after the implementation of the CSI plan. By analyzing trends and identifying patterns of improvement, we can assess the plan's impact on increasing graduation rates.

b. Progress Monitoring: We will track individual student progress, credit accumulation, and credit recovery rates. This will allow us to identify students who are at risk of not graduating on time and implement timely interventions to support their success.

c. Stakeholder Feedback: We will actively seek feedback from students, parents, teachers, and administrators regarding the effectiveness of the CSI plan. This feedback will provide valuable insights into the perceived impact of the plan, identify areas for improvement, and help tailor interventions to meet student needs.

d. Longitudinal Analysis: We will conduct a longitudinal analysis to examine the impact of the CSI plan on long-term outcomes beyond graduation rates. This may include tracking post-secondary enrollment, employment, and other success indicators.

5. Continuous Improvement: Based on the findings from data examination and evaluation, our school will engage in an ongoing process of continuous improvement. We will use the data to identify effective strategies and interventions, refine implementation processes, and make necessary adjustments to the CSI plan. This iterative approach will ensure that our efforts are responsive to student needs and maximize the likelihood of success.

By implementing this robust monitoring and evaluation process, our school will be able to effectively track the implementation and assess the effectiveness of the CSI plan in improving graduation rates. This data-driven approach will inform evidence-based decision-making, guide continuous improvement efforts, and ultimately support student achievement and success.



# Engaging Educational Partners

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

## Involvement Process for LCAP and Annual Update

Family Entrance/Exit Survey - Upon Student Enrollment/Exit Family internal satisfaction and needs surveys are distributed to families. Once or twice a year Panorama surveys are created and distributed to Family and Staff to measure our progress toward establishing a safe and collaborative culture. Upon enrollment, our new families also participate in our Onboarding process. This process welcomes them and gets them acclimated to our school. During the process, families are given the opportunity to complete a survey to help us access their needs and allow them to provide feedback.

Based on feedback from our surveys, Parent Empowerment workshops were held monthly to address the needs and concerns of our families. Prior to finalizing the LCAP, the attendance of workshops and the feedback provided were considered for the planning. LCAP Annual Review Meetings were held. Parents, Staff, and community partners were invited to participate and give input. The meeting was on May 30, 2023.

Leadership Meetings were held bi-monthly throughout the school year to inform the LCAP process and gather information about our progress toward our goals. All Departments were tasked with creating a tactical plan that aligned with our LCAP goals. Progress toward goals were presented, discussed, and monitored twice a year. Feedback from tactical planning was incorporated into our plan.

Monthly workshops were hosted with all teachers. Topics discussed were determined by teacher feedback and topics needed to support our LCAP goals. The topics included technology tips, teacher strategies, assessment tools, mental health, CAASPP tips, and MTSS strategies to support students who are struggling with academics or engagement.

Authorizer Presentation and Update: May 30, 2023

Board of Directors: LCAP Draft Review and Input: June 1, 2023

Board of Directors: Public Hearing: June 15, 2023

Final Approval: June 15, 2023

A summary of the feedback provided by specific educational partners.

All leadership completed a summary of work towards our overall goals and objectives. Community members and parents also discussed their ideas and concerns during the LCAP meeting last year on May 23, 2022, which were put into place in this year's LCAP. One of our community partners (SELPA) suggested we incorporate language that specifically demonstrates the inclusion of students with disabilities. A

parent representative suggested that the completion of the FAFSA be incorporated into high school coursework. Our parent surveys reflected that there is a need for more opportunities for parents to engage in schoolwide decisions and to meet/interact with their student's teachers. Staff surveys reflected there is a need for staff members to be more involved in schoolwide decisions and the need for more knowledge of school safety protocols.

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

In response to our parents' survey, we increased/improved the opportunities for families to engage in schoolwide decisions as well as interact with staff. An Onboarding process was developed. Through this process, families are connected with key staff members and programs in an effort to build relationships early and provide an opportunity for them to provide feedback. Upgrades were made to our website to make it easier to navigate. A school-wide newsletter is mailed to families monthly. This keeps families informed about Elite news and upcoming events. When a student withdraws from the school, families are asked to complete a short survey to help us identify any areas of concern or strength.

To increase/improve opportunities for staff to get involved in school-wide decisions, leadership tactical plans were generated and discussed. Staff participated in an internal three-day professional development conference in which they were provided many opportunities to provide feedback and take part in planning decisions. Several focus groups led by teachers and staff have been created to address specific needs and improve services. The SOAR group is focused on creating opportunities for gifted students; EliteX is building project-based learning opportunities; the Learning Lab group is building a targeted support program to close reading and math skill gaps. The Birds Eye Group was formed to identify communication gaps and help develop systems to address those gaps and increase collaboration amongst educational partners. The MTSS team was developed and met monthly to review goals, discuss data and share resources.

# Goals and Actions

## Goal

Goal #	Description
1	We will improve the academic achievement of all students through predominant instructional practices, a guaranteed and viable curriculum, and standard-aligned assessments. This will be measured by our ability to meet or exceed our authorizing district CAASPP ELA and Math Scores.

An explanation of why the LEA has developed this goal.

To improve the academic achievement of “ALL” students we must review assessment data in ELA and Math, identify students who need targeted intervention and implement best practices to promote student progress and increase our CAASPP Baseline Data. This also was developed to meet state and local priorities:

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP	18-19 Scores Math All Students: 7% Met or Exceeded ELA All Students: 29% Met or Exceeded	20-21 Scores Math All Students: 29% Met or Exceeded ELA All Students: 43% Met or Exceeded	21-22 Scores Math All Students 31% Met or Exceeded ELA All Students 51% Met or Exceeded		ELA: 53%  Math: 32%
Staff Safe & Orderly School Survey Completion	100% Staff Survey completion	100% Staff Survey completion	69% Staff Survey Completion		95% Staff Survey Completion

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			95% Follow -Up Staff Survey Completion		
iReady Assessment: Reading At/Above Grade Level	21-22 MOY Scores 34%	21-22 is first year of assessment, so no outcome available	22-23 MOY Scores 37%		39%
iReady Assessment: Math At/Above Grade Level	21-22 MOY Scores 26%	21-22 is first year of assessment, so no outcome available	22-23 MOY Scores 28%		30%
SST Data	61 (EOY 20-21)	28 (EOY 21-22)	84 (EOY 22-23)		80

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Academic Achievement through highly qualified staff, research-based instructional practices, and performance monitoring.	<p>We will improve the academic achievement of all students through predominant instructional practices, guaranteed and viable curriculum, and standard aligned assessments in Language Arts and mathematics to promote student progress of all students, including English Learners, other unduplicated student groups, and students with disabilities. This will be measured by our ability to meet or exceed our authorizing district CAASPP ELA and Math Scores.</p> <p>Additionally, we will evaluate the student’s academic performance data based on local and state assessments in order to provide targeted interventions, and acceleration and monitor the progress toward achieving goals for each individual student.</p>	\$3,999,999.94	No

Action #	Title	Description	Total Funds	Contributing
1.2	Special Education Academic Achievement	Provide special education instructional practices, assessment, and needed support services to students in need of specialized academic instruction, assessment, and support resources.	\$1,031,963.73	No
1.3	Equitable access to Common Core-aligned viable curriculum and materials	All students and instructional staff will have access to high-quality curriculum through online digital courses, offline courses/curriculum, supplemental materials, community partner educational opportunities, and A-G-approved courses.	\$1,245,098.00	No
1.4	Professional Development to Support in Effective Teaching	Job-embedded professional development, observations of peer-to-peer observations, and discussions related to instructional growth goals and the use of rubrics and student achievement data to inform, guide, and improve instruction. Professional Development opportunities will also be provided to teachers by contracted services and in-house leadership to effectively guide credentialed teachers and highly qualified staff to enhance their pedagogical skills through personal reflection and professional growth plans.	\$203,420.00	No
1.5	Management of Fiscal, operational and technological resources to support students, staff, and community.	Operations and business services work in collaboration with contracted industry experts to manage its fiscal, operational, technological, and compliance to ensure high-quality reporting and alignment with Educational Code. Operations of the charter are maintained and controlled through the collaborative certificated and classified management team of the Business Department and Cabinet: Chief Executive Officer, Chief Academic Innovation Officer, Directors, and Chief Student Development Officer.	\$2,287,698.77	No

Action #	Title	Description	Total Funds	Contributing

## Goal Analysis [2022-23]

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

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

Elite Academic Academy continued its stride toward will improving the academic achievement of all students through reflective and responsive instructional practices, a guaranteed and viable curriculum, and standard-aligned assessments. Our positive progress is reflected in our iReady and CAASPP scores. Staff continues to use the A-G curriculum, digital courseware, and interventions/accelerations with fidelity to respond to student needs. More A-G courses were written and approved by the UCOP. Professional Development was ongoing throughout the school year with the addition of a Curriculum Coordinator and academic leadership team. All action items were followed through and progress was made.

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.

Upon looking at the action items in Goal 1, we realized that action items 1.1 and 1.2 were accomplishing the same objective. Therefore those two items were merged, and a new 1.2 was created to specifically target our growing special education population. This has resulted in a material difference in the budget versus actuals because the action items are different. In addition, 1.5 has an increase in actual expenditures because it now includes all back office support staff in addition to the educational administration team.

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

Elite Academic Academy has been strategic and specific about the goals for the 22/23 school year. We monitor and adjust curriculum as needed to meet student needs; supply students and staff with appropriate supplies, books, and materials; and provide targeted and meaningful instructional practices through continuous student academic monitoring and support.

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

The goals, metrics, desired outcomes, and actions remain the same. In order to streamline operations, the previous goal of 1.2, which was “Student Academic Performance Monitoring and establishing clear and measurable goals” has been added to goal 1.1. Both of these goals served the same ultimate purpose of providing highly qualified teachers and staff to support the academic achievement of all students. 1.2 has now been updated to reflect the specific needs of special education students to meet their academic success goals.

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

# Goals and Actions

## Goal

Goal #	Description
2	Establish connections and partnerships with our families and community to increase engagement, involvement, ensure safety and satisfaction, and to support student learning and achievement.

An explanation of why the LEA has developed this goal.

We recognize that students who attend school regularly have been shown to be engaged, achieve at higher levels, and graduate from high school.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Chronic Absenteeism	11.5%	Per Dashboard, No Reportable Data	Per Dashboard, 15.8%		14%
Suspension/Expulsion	0	0	0		0%
ADA	628.57	675.8	828.69		1021
Parent/Staff Student Survey Results	22.9%	22.7%	23%		30%
Social Media Interaction through Instagram Followers	884	1289	2385		2400
Website Traffic Coming from a Direct Link	33%	35%	37%		40%

## Actions



Action #	Title	Description	Total Funds	Contributing
2.1	School-Based Enrichment Activities	Continue to support innovative projects that support student learning and growth, such as clubs, VAPA, field trips, community events, guest speakers, and outreach.	\$1,022,618.30	No
2.2	Meaningful and Transparent Communication	Provide students, parents, staff, and the community with formal and informal ways to provide input regarding the school through social media, marketing, communication apps, CEO Council, Parent Empowerment workshops, and other outreach opportunities.	\$182,334.58	No
2.3	Safe Learning Environment	The charter will continue to maintain a safe learning environment for all students by training the teachers on safe practices and participation in mandated training through Safe Schools. Fingerprinting and vetting all contracted service providers. School-wide safety plans will be created and implemented, as necessary. IT will continue safe technology by monitoring student web access through student-issued Chromebooks.	\$2,168.75	No
2.4	English Language Family Support	Notices, reports, statements, or records, and conferences to a parent or guardian, will be translated in parent/guardian native language, as needed and required by law.	\$50,000.00	Yes
2.5	Engaging the Community	Through staff professional development and parent empowerment workshops, provide training on strategies to support the success of the whole school as well as individuals within the school.	\$189,957.50	No
2.6	Providing Access to Resources	Classified personnel in supporting students in accessing essential academic resources and instructional materials.	\$215,823.06	No

Action #	Title	Description	Total Funds	Contributing

## Goal Analysis [2022-23]

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

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

The substantive difference between the planned actions and actual implementation of these actions with the addition of Action Item 2.6- Providing Access to Resources: Classified personnel in supporting students in accessing essential academic resources and instructional materials. The planned actions and implementation of the planned actions went really well over the course of the year. Our School-based activities continued to grow and expand. The building of student clubs and field trip activities, both virtual and in-person, has continued to increase this year for all students. We hold our 2nd annual high school prom for student school-based activities, and it was a huge success. Our support of innovative projects has increased student and parent engagement and continues to be successful. We have been utilizing Panorama Ed to survey the climate of our school and gain community input, and it has been a great tool for us. In addition, our ParentSquare app continues to be a successful tool for parent, student, and staff communication. Our Parent Empowerment workshops that we conducted this year have given parents a voice for their student's education and partnership with the school.

The staff was given postcards to send to students, which was a great way to connect with them and make them feel included in a school that is non-classroom-based. Our Human Resources & Community Relations Department has been diligent in following up with DOJ Fingerprinting and Safe School training to keep in compliance. The use and purchase of Securly to keep students safe through the use of their school-issued Chromebooks have also been very successful. We have implemented our CEO Think Tank Counsel, which has given staff a voice, and we are confident that this will help us to reach our goal of increased engagement and partnerships. We are happy to report that English Language Learners have continued to reach success in English proficiency. This is due to a classroom environment of support for EL learners and the support provided through advisory sessions. The community has been engaged in learning because of many partnerships in field trip activities and parent workshops held throughout the year by our student support team, counselors, and staff. Our Social Media marketing has undergone a revamp, and we are pleased with the result as it has brought more communication, transparency, and delivery of information to the community. The website updates and the use of Parent Square have also improved communication with parents, students, and staff.

We are proud of our achievements this year and grateful for the continued support of our school community.

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 differences between budgeted expenditures and estimated actual expenditures for our LCAP Goal 2 were primarily within the school-based activities for enrichment. There was an increase in expenditures because of COVID policies being lifted and students being able to attend in-person enrichment events and activities, which resulted in a higher proportion of funds for this goal.

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

We have worked tirelessly towards achieving our goals of family support, engaging the community, creating a safe learning environment, school-based activities, and meaningful and transparent communication. We are excited to share that we have made significant strides in these areas.

One of our key areas of focus was increasing the Average Daily Attendance (ADA). We have exceeded our target by increasing the ADA by 10%. We attribute this success to providing a safe space for learning and increased communication with families. We have been providing in-person experiences for students such as standard-aligned field trips and online VAPA programs/Clubs, Homeschool thematic programs, and our Flexperience thematic program and experiences. This has helped to create a sense of community, fostered engagement, and provided a supportive and stimulating learning environment. We also increased ADA by ensuring that students also have access to interventions through our Learning Labs and also through our MTSS program where students are referred to an SST and plans are placed to support students academically, emotionally, and socially.

Another area where we have made significant progress is in creating a safe learning environment for our students. In addition to the standard safety protocols, we have also implemented a mental health program to support students who need assistance. This program has proved incredibly beneficial for our students throughout the year. Our Care-Solace program has helped families, as well as adding an additional counselor that can also provide meaningful mental health support for the students.

We have also made meaningful progress in engaging the community. We have brought in a Marketing Coordinator position to support and increase community communication and interaction. We have seen over 1,096 social media followers increase, and we have received numerous positive reviews and feedback from community members. This has helped us to enhance our communication and build even stronger relationships with our parents, students, and stakeholders.

Finally, we have made significant progress in school-based activities. We have identified ways to increase collaboration between staff and students to provide an exceptional learning experience. This has included immersive school activities, clubs, and relevant guest speakers. It has encouraged our students to develop skills beyond the classroom and see the relevancy of their education.

These developments have been paramount to achieving our goals of family support, engaging the community, creating a safe and collaborative learning environment, and meaningful and transparent communication.

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

The goals, metrics, desired outcomes, and actions remain the same except for the addition of Action item 2.6 to take into account the personnel and departments who order and deliver essential instructional items and materials to students.

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

# Goals and Actions

## Goal

Goal #	Description
3	Support students with academic supports and interventions, as well as appropriate social-emotional supports, to meet their needs in a supportive environment through the implementation of the Multi-Tiered Systems of Support (MTSS) framework.

An explanation of why the LEA has developed this goal.

We recognize that students need support in not only academics but also social-emotional support. Using a MTSS that supports students in the independent studies model is needed to help and support students.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Summative ELPAC Results - Level 4	20-21 33%	21-22 36%	not available at time of LCAP publication		38%
EL Reclassification	10%	8%	36%		38%
Students Receiving MTSS Services that Meet Reading Typical Growth Goal as reported by iReady	MOY 21-22 45%	N/A - First Year of Data	MOY 22-23 44%		46%
Students Receiving MTSS Services that Meet Reading Typical Growth Goal as reported by iReady	MOY 21-22 32%	MOY 21-22 32%	MOY 22-23 39%		40%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
English Learners that Meet Reading Typical Growth Goal as reported by iReady	MOY 21-22 36%	MOY 21-22 36%	MOY 22-23 40%		42%
English Learners that Improve Placement Classification	32%	32%	54.5%		55%

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	MTSS System Monitoring	<p>Use tri-annual benchmark assessment data, plus CAASPP results, to make data-informed decisions so that all students have the opportunity to experience academic success.</p> <p>Establish clear and measurable goals focused on improving overall student achievement.</p> <p>Monitor and provide targeted intervention through MTSS and/or Special Education services, for low-income pupils, Foster Youth, English Learners, and Students With Disabilities so that they may achieve grade-level proficiency.</p> <p>Through the student referral system, student data, and family requests, provide appropriate interventions, and progress monitoring as defined by the MTSS Tiered Systems of Support.</p> <p>Hire and train MTSS Instructional Coaches and Instructional Aides to provide targeted instruction in ELA and Math to students scoring two or grade levels below proficiency.</p> <p>Host SST meetings and monitor progress towards goals for students needing academic and/or re-engagement support.</p>	\$877,097.26	No Yes

Action #	Title	Description	Total Funds	Contributing
		Train all staff on MTSS Tiered Systems of Support		
<b>3.2</b>	EL Proficiency Monitoring (EL)	ELPAC results will be analyzed, reviewed, and shared with parents. Curriculum and EL minutes verified. Also, re-designation was completed for students who qualify.	\$120,486.98	No Yes
<b>3.3</b>	REMOVED	Removed as it was merged with 3.1		
<b>3.4</b>	Establish Social-Emotional and Physical Health Services for students and staff.	School Counselors to offer small group sessions, 1:1 support, and teacher professional development on trauma-informed practices. Offer CareSolace community partnership to families in need. Provide access to physical health and well-being services to support Social Emotional well-being.	\$31,529.29	No
<b>3.5</b>	Provide MTSS Professional Development for all Staff	Professional Development (PD) for all staff on the Multi-Tiered System of Support (MTSS) framework, tiers and strategies will be implemented and all staff will receive training over the next three years in an articulated implementation plan.	\$15,000.00	No Yes
<b>3.6</b>	Access to technology to effectively implement	Increase Chromebook deployment and academic software to provide equitable access to technology resources for students in need (EL, FY, SpED). Provide a comprehensive suite of tech software and	\$666,530.47	No Yes

Action #	Title	Description	Total Funds	Contributing
	and support academic learning for students and staff	hardware for teachers and support staff to best meet the needs of the identified student population.		
3.7	Offer Year Round Track for credit recovery, advancement, and enrichment	Provide a Year-round track of 200 days to increase the academic days and reduce the summer slide for low-income, EL, Foster Youth students that allow for credit recovery, CTE pathway discovery, reviewing of essential skills, and the opportunity for students to get ahead.	\$1,438,809.13	No Yes

## Goal Analysis [2022-23]

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

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

Our MTSS process continued to be a main focus this year. With the additional MTSS Grant funds, we were able to provide professional development to staff strategically focused on understanding MTSS and learning how to best respond to students with needs. We continue to have students enroll in our school with gaps in learning, learning loss, and a high need for mental/social health services. We continue to refine our MTSS process so that it meets the needs of a non-classroom-based student body through Tiered Interventions, a referral request, and our MTSS Instructional coach platform that provides targeted instruction on ELA and Math students who perform below proficiency. Unfortunately, our Social Worker resigned after one year. In lieu of hiring another Social Worker, we added a second School Counselor. Services provided for goal 3.4 remain the same, even with the altered position. Providing an extended school year for students with our Credit Recovery/Acceleration Year Round track was also a goal that was carried out with fidelity this year and allowed some of our at-risk youth an opportunity to recover credits toward high school completion.

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.

Upon looking at the action items in Goal 3, we realized that action items 3.1 and 3.3 were accomplishing the same objective. Therefore those two items were merged. This has resulted in a material difference in the budget versus actuals because the action items are different. Likewise, we realized that action item 3.6 did not fully encompass all the technology provided to students and staff. When including all technological resources provided, there is a substantial difference between projected and actual expenses.



As our Year Round track continues to grow, more staffing allocations have been added to this goal which also resulted in a shift in budget versus actuals.

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

The action items that support our LCAP goal 3 were instrumental to making progress toward the goal. A continued focus on the mental health support, intervention support, EL support with our in-house EL designated support, access to technology and professional development ensure our Multi-Tiered System of Support (MTSS) program continues to meet the needs of the whole child.

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

The goals, metrics, and desired outcomes, remain the same. Action item 3.3 was removed as we realized the same services were being met in action item 3.1.

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

# Goals and Actions

## Goal

Goal #	Description
4	We will prepare secondary students to graduate from school school with opportunities and preparation for college and career.

An explanation of why the LEA has developed this goal.

It is our goal to ensure that when students graduate from Elite Academic Academy they are prepared for their 21st century future.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CTE Course Enrollment	131	569	804		900
A-G Completion	N/A	92.78%	98%		98% completion
FAFSA completion	5%	32%	52%		55%

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Career Technical Education Program Pathways	Develop a comprehensive Career Technical Education Program for middle and high school students that help align student strengths and interests to post-secondary goals and interests, and aligns with Regional Workforce plans. Purchase of Industry Certification opportunities, instructional supplies, hiring of highly-qualified CTE teachers, and Directors to support CTE students and program.	\$622,906.26	No

Action #	Title	Description	Total Funds	Contributing
4.2	Assessment & Articulation for post-secondary preparation	Ensure all students have the opportunity for ACT, PSAT, & SAT exam preparation through programs, instructions and materials. Afford students fee waivers and fee support with the registration of ACT, PSAT, SAT & Industry Certification exams, if applicable.	\$10,000.00	No
4.3	College and Career Counseling	Students will complete courses that satisfy UC or CSU entrance requirements or programs that align with the State Board-approved CTE and A-G standards and framework. Support internship and job shadowing experiences for student career path interests; Increase relationships with community college concurrently, dual enrollment, or CTE courses. Support a comprehensive college application, college counseling for students, FAFSA support, Financial Aid support, Scholarship support, and NCAA support.	\$100,653.72	No
4.4	Professional Development for College and Career	Provide teachers and staff with continued opportunities for Professional Development to support students for post-secondary options, Advanced placement certifications, CTE Credentialing, A-G course writing, and professional development opportunities.	\$25,000.00	No
4.5	Advanced Academic Resources (SOAR)	Continue providing AP courses through accredited Curriculum providers and provide students with AP course textbooks/materials, Dual Enrollment opportunities, and building of advanced curriculum and A-G courses for student acceleration and learning.		No

Action #	Title	Description	Total Funds	Contributing
4.8				

## Goal Analysis [2022-23]

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

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

We are excited to share the latest updates on the implementation of our Career Technical Education (CTE) pathway program. Our goal has been to build pathways in the high school and middle school grades to support students with bridging through the K-14 grade span and prepare them for careers, explore various industries, and prepare for college. We are proud to report that we have made significant strides toward achieving this goal. One of the key actions we have taken is hiring CTE highly qualified teachers in the VAPA and Marketing Pathway. Their expertise in these CTE pathways has brought an innovative approach to teaching, empowering students to acquire skills and knowledge in their disciplines, making them job-ready for the next steps. Additionally, we have expanded pathways by introducing new pathways within our CTE program and one is the Esports pathway, which has had tremendous interest, attracting and engaging students and parents in our school community. Additionally, we have expanded our CTE pathway courses to include completer courses in the Recreation and Marketing pathways. These courses prepare students for a CA Boating Licence opportunity, CPR Certification, and various Social Media certifications such as Canva Design school. Another initiative that we are proud of is the writing of CTE and Core courses that are aligned with state standards and A-G approved for UC/CSU. These courses ensure that students are adequately equipped with the essential knowledge and skills to support them in their future careers. Students can earn credits that are transferable to different institutions and organizations within California and the US. We had 17 students pilot the dual enrollment with Outlier College to earn college credit with Golden State University. We have partnerships with Outlier College and Community colleges for dual enrollment, thereby increasing student articulation to college and also AP courses through UC Scout, which offers additional options for students to earn AP credits. We are also delighted to report that student completion of FAFSA has greatly increased by 20% due to the school counselor's effort and implementation of the Financial Aid parent/student workshops. Also, integrating a module on college aid and financial aid application into the economics course has allowed students to learn about and apply for financial aid asynchronously, making it more accessible to them. We are proud of the progress we have made in building our CTE pathway program, high-quality Core courses, and partnering with community partners to offer AP and dual credits for students. These initiatives have empowered students, increasing their access to career opportunities and higher education, giving them a competitive advantage in today's competitive job market.

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 budgeted expenditures and estimated actual expenditures for LCAP goal 4 was an increase of funds used to support Career Technical Education courses for the extra services for A-G course development in each respective CTE pathway. The increase in planned cost also contributed to the hiring of highly-qualified CTE teachers to create more pathway opportunities for students to prepare them for college and/or career.

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

The specific actions named under LCAP Goal 4 were very effective in making progress toward the goal. Our administration set up professional development within the school each Friday to allow teacher support, but also to ensure that communication and transparency are given to all teachers and support staff to reinforce strides to make progress toward LCAP Goals in order to support our students with preparation for post-secondary options. Hiring High-Quality industry professionals for our CTE program has helped to bring our CTE programs to fruition and keep the programs as current industry standards change. Having a dedicated academic school counselor to work with students to create 4-year plans and monitor their progress, work with all educational partners to ensure students meet CSU/UC, CTE, NCAA, or high school graduation requirements.

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

The goals, metrics, desired outcomes, and actions remain the same with the exception of the addition of action item 4.5 so that we can establish and continue providing AP courses through accredited Curriculum providers and provide students with AP course textbooks/materials, Dual Enrollment opportunities, and building of advanced curriculum for student acceleration and learning.

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

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

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
1,163,331	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
10.50%	0.00%	\$0.00	10.50%

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

## Required Descriptions

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

Data shows that the majority of our students who score 1 or 2 on the ELPAC do not demonstrate the same ELA growth over time as other students. To improve services for English Learners, an English Learner Master Plan was created to ensure that instructional services are provided to pupils with limited English proficiency, in conformity with federal requirements that are designed to ensure that all pupils have reasonable access to educational opportunities necessary for the pupils to achieve at high levels in English and in other core curriculum areas of instruction (SB1109). Since 2.5%(EI) and 50.9%(SED) of students are EL and Socio-economically disadvantaged (LI), EAA is committed to providing essential resources to remove opportunity gaps that exist for these pupils and ensure supports are in place to improve their academic outcomes and learning environment, through actions such as:

- Teacher, staff, and parent training/professional development, on the EL Master Plan, ELD instruction, SDAIE strategies, ELD progress, and reclassification will be provided. (EL)
- Notices, reports, statements, or records sent to a parent or guardian will be translated as needed. (EL)

Overall low-income students are four and a half times more likely to drop out of high school; and, even those who are academically proficient, are far less likely to complete college. Our low-income students showed less academic growth according to our internal assessments, are more likely to come to us with credit deficits, show lower engagement in career readiness programs, and are less likely to participate in

extracurricular activities. Programs must be implemented in a way that considers flexible scheduling, increasing engagement, and successful completion (The Science of Learning, 2016).

Therefore our actions include:

- Provide high-quality instruction and curriculum that promotes college and career readiness with academic interventions. (All Students include EL, FY, LI)
- Develop a comprehensive college and career readiness program for middle and high school students that helps align student strengths and interests to post-secondary goals; Increase Career Technical Education (CTE) opportunities (CDE) to prepare students for the 21st-century workforce and global competencies (All Students include EL, FY, LI)
- Ensure all students have the opportunity for intensive CAASPP preparation; specifically, low-income, EL, Foster Youth students, and students with disabilities. (LI, FY, EL, SWD)
- Provide a Year-Round Track to increase the academic days for services for low-income, EL, and Foster Youth students that allow for credit recovery, reviewing of essential skills, and the opportunity for students to get ahead. (LI, FY, EL)
- Provide students with Community Partnerships and Athletic opportunities (ALL)

Because MTSS includes frequent progress monitoring and data-based decisions, teachers can provide more individualized instruction to each student. This can help all students improve their academic performance, especially those struggling or falling behind. Therefore, we have implemented the below action steps:

- SST processes to support students academically with proper systems of support and scaffolding (EL, FY, SWD, LI)
- Provide counseling services and community resources to students and parents (ALL)
- Multi-Tiered Systems of Support (ALL)
- Directing services to foster youth to support enrollment assistance, academic support, and social-emotional counseling necessary to meet college and career (FY)

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

Closing the achievement gap and improving student outcomes are central to Elite Academic Academy's mission. We are dedicated to ensuring that all students, including English learners (EL), foster youth (FY), and low-income (LI) students, graduate high school ready for college and career. To achieve this, Elite Academic Academy has implemented strategic investments, curriculum enhancements, and instructional support tailored to meet the needs of these student subgroups.

We have been focused on establishing connections and partnerships with families, community partners, and all stakeholders to increase engagement, and involvement, and ensure safety and satisfaction to support student learning and achievement. (All Students include EL, FY,

LI) Elite Academic Academy has budgeted a commensurate increase in funding to reach these subgroups that are principally directed and effective in meeting school-wide goals; specifically, the school provided:

- Adaptive online/traditional content from a variety of curriculum options - Hiring a curriculum specialist to review courses to identify patterns where students are struggling and revise courses as needed. This is a multi-year project which focused on English courses for year 1.
- College & Career Readiness courses/curriculum from A-G Curriculum providers or Elite's own adopted A-G course catalog
- Increased access to technology equipment to support unduplicated pupils
- Added additional courses to engage students with various interests so that they stay committed to their academic experience.
- Implemented two benchmark assessment programs; one that can be administered online and one offline. This gives teachers the flexibility to assess students in a format that works best for the student. We also provided professional development on the use of programs and data interpretations from these two systems.
- Created project-based learning opportunities for additional hands-on learning. It is critical that connections be made between what a student is learning and what they experience. These experiences make learning more relevant.
- Implemented a comprehensive curriculum for EL learners, including two support courses for our EL students
- Increased Learning Lab tutoring and intensive intervention support for unduplicated pupils who are struggling, in an effort to close the achievement gap. Our Learning Lab/tutoring sessions give students another opportunity to build relationships and connect with a supportive adult. Not only do the Learning Lab coaches teach specific skills, but they also monitor progress, collaborate with parents and hold students accountable for their learning. In 2021-2022 3.5 coaches provided 3500 hours of support. In 2022-2023 we added 2 more part-time coaches and provided 3577 hours of support.
- Teacher MTSS Lead Positions, an MTSS Instructional Aide, and a newly-created Coordinator of Schoolwide Systems and Support position are focused on helping unduplicated pupils close the achievement gap
- Added more CTE pathways to support students and give hands-on real-world experiences for learning.

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.

N/A



<b>Staff-to-student ratios by type of school and concentration of unduplicated students</b>	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	40-1	N/A
Staff-to-student ratio of certificated staff providing direct services to students	25-1	N/A

## 2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$12,032,443.86	\$2,064,866.42		\$241,785.46	\$14,339,095.74	\$9,226,825.44	\$5,112,270.30

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Academic Achievement through highly qualified staff, research-based instructional practices, and performance monitoring.	All	\$3,999,999.94				\$3,999,999.94
1	1.2	Special Education Academic Achievement	All	\$197,898.60	\$727,228.42		\$106,836.71	\$1,031,963.73
1	1.3	Equitable access to Common Core-aligned viable curriculum and materials	All	\$885,632.50	\$359,465.50		\$0.00	\$1,245,098.00
1	1.4	Professional Development to Support in Effective Teaching	All	\$72,643.75	\$110,000.00		\$20,776.25	\$203,420.00
1	1.5	Management of Fiscal, operational and technological resources to support students, staff, and community.	All	\$2,287,698.77				\$2,287,698.77
2	2.1	School-Based Enrichment Activities	All	\$822,634.30	\$199,984.00			\$1,022,618.30
2	2.2	Meaningful and Transparent Communication	All	\$182,334.58				\$182,334.58

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.3	Safe Learning Environment	All	\$2,168.75				\$2,168.75
2	2.4	English Language Family Support	English Learners	\$50,000.00			\$0.00	\$50,000.00
2	2.5	Engaging the Community	All	\$189,957.50				\$189,957.50
2	2.6	Providing Access to Resources	All	\$215,823.06				\$215,823.06
3	3.1	MTSS System Monitoring	All English Learners Foster Youth Low Income	\$762,924.76			\$114,172.50	\$877,097.26
3	3.2	EL Proficiency Monitoring (EL)	Students with Disabilities English Learners	\$120,486.98				\$120,486.98
3	3.3	REMOVED						
3	3.4	Establish Social-Emotional and Physical Health Services for students and staff.	All	\$31,529.29				\$31,529.29
3	3.5	Provide MTSS Professional Development for all Staff	All Students with Disabilities English Learners Foster Youth Low Income	\$15,000.00				\$15,000.00
3	3.6	Access to technology to effectively implement and support academic learning for students and staff	All Students with Disabilities English Learners Foster Youth Low Income	\$666,530.47				\$666,530.47

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.7	Offer Year Round Track for credit recovery, advancement, and enrichment	All English Learners Foster Youth Low Income	\$1,020,620.63	\$418,188.50			\$1,438,809.13
4	4.1	Career Technical Education Program Pathways	All	\$372,906.26	\$250,000.00			\$622,906.26
4	4.2	Assessment & Articulation for post-secondary preparation	All	\$10,000.00				\$10,000.00
4	4.3	College and Career Counseling	All	\$100,653.72				\$100,653.72
4	4.4	Professional Development for College and Career	All	\$25,000.00				\$25,000.00
4	4.5	Advanced Academic Resources (SOAR)	All					

## 2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
11,078,234	1,163,331	10.50%	0.00%	10.50%	\$2,635,562.84	16.70%	40.49 %	<b>Total:</b>	\$2,635,562.84
								<b>LEA-wide Total:</b>	\$0.00
								<b>Limited Total:</b>	\$2,635,562.84
								<b>Schoolwide Total:</b>	\$0.00

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 (%)
2	2.4	English Language Family Support	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$50,000.00	0.45
3	3.1	MTSS System Monitoring	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$762,924.76	6.89
3	3.2	EL Proficiency Monitoring (EL)	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$120,486.98	1.09
3	3.5	Provide MTSS Professional Development for all Staff	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$15,000.00	0.14
3	3.6	Access to technology to effectively implement and support academic learning for students and staff	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$666,530.47	6.02
3	3.7	Offer Year Round Track for credit recovery,	Yes	Limited to Unduplicated	English Learners Foster Youth	All Schools	\$1,020,620.63	2.11

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 (%)
		advancement, and enrichment		Student Group(s)	Low Income			

## 2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
<b>Totals</b>	\$9,475,550.00	\$10,337,588.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Academic Achievement through aggregate instructional practices.	No	\$440,000.00	3,057,930
1	1.2	Student Academic Performance Monitoring and establishing clear and measurable goals.	No	\$2,097,347.00	788,129
1	1.3	Students have equitable access to Common Core aligned viable curriculum and materials.	No	\$680,270.00	745,356
1	1.4	Professional Development to support in effective teaching	No	\$17,889.00	145,634
1	1.5	Management of Fiscal, operational and technological resources to support students, staff, and community.	No	\$1,952,243.00	1990268
2	2.1	School-Based Enrichment Activities	No	\$495,210.00	446,921
2	2.2	Meaningful and Transparent Communication (All Students)	No	\$216,591.00	102,634
2	2.3	Safe Learning Environment (All Students)	No	\$150,000.00	1,735

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.4	English Language Family Support (EL)		\$30,000.00	0
2	2.5	Engaging the Community	No	\$10,000.00	151,966
3	3.1	MTSS System Monitoring	Yes	\$305,000.00	432,454
3	3.2	EL Proficiency Monitoring (EL)	No Yes	\$50,000.00	62,094
3	3.3	Provide Academic and Re-Engagement Support to Struggling Students - GOAL DELETED and Combined with another goal.		\$312,500.00	0
3	3.4	Establish Social-Emotional and Physical Health Services for students and staff.		\$325,000.00	0
3	3.5	Provide MTSS Professional Development for all Staff GOAL DELETED and Combined with another goal.		\$160,000.00	0
3	3.6	Access to Technology (SpEd, EL, FY, etc)	No Yes	\$351,000.00	521,704
3	3.7	Offer Year Round Track for credit recovery, advancement, and enrichment	No Yes	\$1,500,000.00	1,494,027
4	4.1	Career Technical Education Program Pathways	No	\$257,500.00	306,524



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)
4	4.2	Assessment & Articulation for post-secondary preparation - GOAL DELETED		\$15,000.00	0
4	4.3	College and Career Counseling	No Yes	\$100,000.00	80,212
4	4.4	Professional Development for College and Career		\$10,000.00	10,000

**2022-23 Contributing Actions Annual Update Table**

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
859,892	\$2,206,000.00	\$2,590,491.00	(\$384,491.00)	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.1	MTSS System Monitoring	Yes	\$305,000.00	432,454		
3	3.2	EL Proficiency Monitoring (EL)	Yes	\$50,000.00	62,094		
3	3.6	Access to Technology (SpEd, EL, FY, etc)	Yes	\$351,000.00	521,704		
3	3.7	Offer Year Round Track for credit recovery, advancement, and enrichment	Yes	\$1,500,000.00	1,494,027		
4	4.3	College and Career Counseling	Yes	0	80,212		

**2022-23 LCFF Carryover Table**

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$6063262	859,892	8.16%	22.34%	\$2,590,491.00	0.00%	42.72%	\$0.00	0.00%

# Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

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

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

## Introduction and Instructions

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

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

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

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

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

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

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

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

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

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

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

## **Plan Summary**

### **Purpose**

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

## Requirements and Instructions

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

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

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

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

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

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

## Engaging Educational Partners

## Purpose

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

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

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

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

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

## Requirements and Instructions

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

### **Local Control and Accountability Plan:**

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

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

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

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

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

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

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

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

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

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



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

## Goals and Actions

### Purpose

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

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

### Requirements and Instructions

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

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

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

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

## **Focus Goal(s)**

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

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

## **Broad Goal**

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

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

## **Maintenance of Progress Goal**

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

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

## **Required Goals**

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

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

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

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

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

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

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

### **Measuring and Reporting Results:**

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

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

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

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

Complete the table as follows:

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

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

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

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

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

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

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

**Goal Analysis:**

Enter the LCAP Year.

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

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

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

### Purpose

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

### Requirements and Instructions

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

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

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

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

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

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

**Required Descriptions:**

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

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

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

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

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

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

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

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

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

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

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

## **For School Districts Only:**

### **Actions Provided on an LEA-Wide Basis:**

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

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

### **Actions Provided on a Schoolwide Basis:**



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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

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

## Action Tables

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

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

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

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

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

## Data Entry Table

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

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

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

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

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

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

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

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

## Contributing Actions Table

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

## Annual Update Table

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

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

## Contributing Actions Annual Update Table

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

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

## LCFF Carryover Table

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

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

## Calculations in the Action Tables

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

### Contributing Actions Table

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

### Contributing Actions Annual Update Table

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

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

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

**LCFF Carryover Table**

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

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



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

California Department of Education  
January 2022



**CLASS TECHNOLOGIES, INC. ORDER FORM - FEES AND PRICING**  
Elite Academic Academy

This Class Technologies, Inc. Order Form ("Order Form" or "OF") by and between Class Technologies, Inc. ("Class" or "Company") and the Customer named above ("Customer") details the terms of Customer's subscription license and use of the products and services set forth below ("Pricing Summary"). This Order Form shall become effective upon commencement of the Pilot Term (as defined below) or the Initial Term Effective Date (as defined below), as applicable. This Order Form, together with the [Class License and Services Agreement](#) and any Statements of Work ("SOW") and/or Exhibits or Addenda, form the entire agreement between the parties in respect of the products and services set forth in the Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Class to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Class License and Services Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represents and warrants that he or she is authorized to execute the Agreement on behalf of Customer or Class as applicable.

**PRICING SUMMARY**

PRODUCT/SERVICE	User Band	Initial Term Fees (upon execution - 6/30/2026)
Class subscription license (annual fee)	0-2,499	\$53,600
Premium Support (annual fee)		\$0
Training subscription (annual fee) 4 workshops		\$0
Managed Implementation service (one-time fee)		\$0
<i>Up Front Payment Discount</i>		<b>(\$13,600)</b>
<b>Total Fees</b>		<b>\$40,000</b>

\*Pricing based on current User Band as outlined above. Any additional fees for Authorized End User overages shall be applied on renewal based upon Class analysis of Customer Usage Data.

**NOTES**

<b>Authorized End Users</b>	Registered students, prospective students, faculty, administrators and staff of Customer.				
<b>Initial Term Effective Date</b>	The Initial Term Effective Date is upon contract execution ("Effective Date").				
<b>Initial Term</b>	This Order Form shall commence on the Effective Date and continue through June 30th, 2026 ("Initial Term").				
<b>Payment Terms</b>	Payment due for Initial Term: USD \$40,000.00 - Customers shall be invoiced for amounts due for the <b>first</b> year of the Initial Term upon the Effective Date. - All initial and subsequent payments shall be due Net 30 from the date of Invoice. Unless otherwise specified, all dollars (\$) are United States currency. - Sales Tax: If applicable, a copy of your Sales Tax Exemption Certificate must be returned with this Order Form.				
<b>Renewal Terms</b>	After the Initial Term, the license will renew for successive one (1) year periods following the Initial Term at Company "then current" pricing unless either party gives written notice of termination at least sixty (60) calendar days prior to the conclusion of the Term. Customer shall pay Company each annual Renewal Term Subscription Fee at the start of each annual Renewal Term.				
<b>Additional Notes</b>	1. The pricing herein is limited to one (1) installation of Class integrating with one (1) Zoom domain. In the event, Customer requests integration with multiple Zoom domains, Customer will be required to purchase additional Class licenses.				
<b>Class Remittance Address</b>	1717 N St., NW Suite 1 Washington DC 20036				
<b>Customer Billing Information</b>	<table border="1"> <tr> <td>Billing Contact Name:</td> <td></td> </tr> <tr> <td>Billing Contact Address:</td> <td></td> </tr> </table>	Billing Contact Name:		Billing Contact Address:	
Billing Contact Name:					
Billing Contact Address:					

	Billing Contact Phone/Email:

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have caused this Order Form and Agreement to be executed by their duly authorized officers as of the day and year below.

Class Technologies, Inc.	Customer:
Name & Title: Tess Frazier, SVP & Chief Compliance Officer	Name & Title:
Date:	Date:
Email Address for Notice: <a href="mailto:legal@class.com">legal@class.com</a>	Email Address for Notice:

EAA Lucerne: \$20,000  
EAA Mountain Empire: \$20,000

EAA-LU \$85,000

EAA-ME \$85,000



# JW MARRIOTT

DESERT SPRINGS PALM DESERT  
RESORT & SPA

## GROUP SALES AGREEMENT

### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between **JW Marriott Desert Springs Resort & Spa** (hereafter referred to as Resort), 74-855 Country Club Drive, Palm Desert, CA, 92260, (760) 341-2211 and **Elite Academic Academy** hereafter referred to as Group).

ORGANIZATION: Elite Academic Academy

CONTACT:

Name: Gena Altamirano  
Street Address: 43414 Business Park Avenue  
City, State, Postal Code: Temecula, CA 92590  
Phone Number: (951) 528-4247  
E-mail Address: [galtamirano@eliteacademic.com](mailto:galtamirano@eliteacademic.com)

RESORT CONTACT:

Andrea Larson  
Senior Sales Executive  
Direct Phone: (425) 495-9293  
E-mail: [andrea.larson@marriott.com](mailto:andrea.larson@marriott.com)

RESORT:

JW Marriott Desert Springs Resort & Spa  
74855 Country Club Drive  
Palm Desert, CA 92260  
(760) 341-2211  
Website: [www.desertspringsresort.com](http://www.desertspringsresort.com)

NAME OF EVENT:

Elite Academic Academy Staff Meeting 2023

REFERENCE #:

M-QH0LVF4

OFFICIAL PROGRAM DATES :

August 14 – 18, 2023

ANTICIPATED ATTENDANCE:

140

CONTRACT DATE:

June 6, 2023

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Resort agrees that it will provide, and Group agrees that it will be responsible for utilizing, **Two hundred ninety (290)** room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

2023

Day:	Mon	Tue	Wed	Thu	Total
Date:	8/14/23	8/15/23	8/16/23	8/17/23	
Guest Rooms:	50	50	50	140	290

**GROUP ROOM RATES**

Resort's room rates are confirmed and subject to applicable state and local taxes in effect at the time of check-out.

Start Date	End Date	Room Type	Single/Double
8/14/2023	8/18/2023	Standard Rooms	\$179.00

**RESORT CHARGE AND TAXES**

Resort room rates are subject to a discounted **\$20.00** resort charge (reduced from \$38.00 standard resort charge) + applicable taxes. Palm Desert occupancy taxes, (currently 11%), Riverside County Tourism Business Improvement District Assessment tax (currently 2%), a 1% Tourism Marketing District tax, in addition to a California Tourism Fee of \$1.15 per room, per night, will be in effect at the time of check-in. The resort charge, taxes and fees are subject to change.

*\*Resort charge includes: Daily In-Room Enhanced Wireless Internet Access, Local Phone Calls, use of Spa Fitness Center, Overnight Self-Parking, Use of The Greens – Mini 18 Hole Putting Course, Daily Golf Bag Storage, Daily Golf Clinic, One Hour Hard Court & Racquet Rental for two for Tennis or Pickleball, All Tennis Center Lawn Games and Resort Bicycle Rentals.*

**CHECK-IN/CHECK-OUT**

Check-in time is 4:00 PM and check-out time is 11:00 AM.

**SPECIAL CONCESSIONS**

In consideration of the Room Night Commitment, the functions identified on the Function Information Agenda/Event Agenda, Resort will provide Group with the following special concessions:

1. Discounted resort charge of \$20.00 per room, per night (standard fee is \$38.00 per room, per night – and represents a total value of \$184.00 per room, per night)
2. 21-day cut-off date for group reservations
3. Group rates offered three (3) days pre and post event dates, based on resort space and rate availability
4. Waived meeting and exhibit space with a \$35,000.00 total Food & Beverage minimum over event dates

5. A ten percent (10%) discount on published (2023) banquet menu pricing in effect at the time of your event. Discount does not apply to alcohol, labor fees, custom menu selections or events held in hotel restaurants and will be applied at the conclusion of the event. Applicable F&B house and staff charges plus tax will be calculated on the published menu pricing prior to discount. The food and beverage minimum requirement outlined within this agreement is the net amount required after discounts have been applied.
6. Complimentary basic (i.e. checking email, texting, and light on-line browsing) wireless internet access in group's meeting space (including registration area and staff office) each day over event dates; conditional upon Encore as the sole provider of all event technology over group's event dates

#### **ADJUSTMENTS TO CONCESSIONS**

In the event of reductions in the Room Night Commitment of more than 10%, the Resort may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

#### **COMMISSION**

The group room rates listed above are net non-commissionable. Group will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

#### **METHOD OF RESERVATIONS (*Reservations via Rooming List*)**

Reservations for Attendees for the Event will be made by a rooming list in a format provided by the Resort. Group will forward its rooming list by **Monday, July 24, 2023**.

#### **GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Group. Resort will not hold any reservations unless secured by one of the above methods.

#### **CUT-OFF DATE**

Reservations by attendees must be received on or before Monday, July 24, 2023, (the "Cut-Off Date"). At the Cut-Off Date, Resort will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Group rate after this date.

#### **NO ROOM TRANSFER BY GUEST**

Group agrees that neither Group nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Group reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BILLING ARRANGEMENTS**

The following billing arrangements apply:

ATTENDEES: Room and tax, Resort Fee and all applicable taxes and fees to Master Account, Incidentals on own

**MASTER ACCOUNT**

Resort must be notified in writing at least thirty (30) days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

**METHOD OF PAYMENT**

The method of payment of the Master Account will be established upon approval of Group credit. If credit is approved, the outstanding balance of Group Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Group will raise any disputed charges within ten (10) days after receipt of the invoice. The Resort will work with Group in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Resort will impose a finance charge at the rate of 1-1/2% per month (18% annual rate) on the unpaid balance commencing on the invoice date.

Group has indicated that it has elected to use the following form of payment:

**[ X ] Pre-Payment (7-days prior to Event start date)**

[ ] Cash, Money Order, or Other Guaranteed Form of Payment

[X] Credit Card (Resort accept all major credit cards)

[ ] Company Check or Electronic Funds Transfer

[ ] \_\_\_\_\_ [agreed alternative]

[ ] Post-Payment via Direct Bill (pending review and approval by Resort)

Group may not change this form of payment.

In the event that credit is not approved, Group agrees to pay an advance deposit in an amount to be determined by the Resort in its reasonable discretion, with the full amount due prior to the start of the group's event.

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If Group wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of the agreement, Group shall provide resort with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Group.



OR

**Group to submit company check/s payable to:**

JW Marriott Desert Springs Resort & Spa  
 ATTN: Accounting Dept.  
 74855 Country Club Drive  
 Palm Desert, CA 92260-1999

Check/s Memo should include the notes:

Elite Academic Academy Staff Meeting Deposit (M-QH0LVF4)

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. Group agrees that the Resort may charge to this credit card any payment as required under this Group Sales Agreement.

**ADVANCE PAYMENT**

Below is the schedule for advance payment. Each advance payment made will be credited toward the Master Account.

Date	Amount
Deposit Upon Signature	\$5,000.00
August 7, 2023	Estimated Remaining Balance \$89,705.56

**OPTIONAL PORTERAGE STAFF CHARGE AND HOUSE LUGGAGE CHARGE**

A \$12.00 Porterage Staff Charge and a \$3.00 House Luggage Charge are applied to luggage services that will be guaranteed by the Customer and posted to the Master Account. *The Porterage Staff Charge and/or the House Luggage Charge may increase between the time of this Agreement and the time of the event. The increase may be the result of changing market prices, costs, taxes or other objective factors as determined by the Resort. The Resort will provide not less than 45 days' notice of such changes, which notice may be by email. You agree to pay the Porterage Staff Charge and the House Luggage Charge in existence at the time of the event. The Porterage Staff Charge is paid in full to employees servicing the event. The House Luggage Charge is retained by the Resort and is used to cover the cost of various expenses. This 'House Luggage Charge' is not a tip or gratuity for services provided by employees and is not distributed to employees. All prices are subject to applicable taxes (currently 7.75%).*

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 7.75%) and House/Staff charge (currently 25%) in effect on the date(s) of the event.

Eleven (11) months prior to the Event, Group agrees to give Resort a preliminary program, including updated attendance figures based upon history. Six (6) months prior to the Event, a tentative program with anticipated attendance figures is required. At this time, Resort will release any space that is not designated on a tentative program, except for any space that Resort and Group agree to hold for unanticipated needs.

Only after discussion with Group, Resort will have the right to re-assign specific function space



provided the revised space adequately accommodates the function requirements.

Day	Date	Start Time	End Time	Function Type	Post As/Signage	Set-Up Style	PPL	Function Space
Mon	8/14/2023	6:00 AM	11:59 PM	Meeting	Meeting	Rounds of 10	30	Springs Salon B
Mon	8/14/2023	6:00 AM	11:59 PM	Meal Space	Meal Space	Rounds of 10	30	Springs Salon A
Mon	8/14/2023	8:00 AM	5:00 PM	Breakfast	Breakfast	Rounds of 10	30	Springs Salon A
Mon	8/14/2023	10:00 AM	10:15 AM	Coffee Break	AM Coffee Break	Rounds of 10	30	Springs Salon A
Mon	8/14/2023	11:00 AM	12:00 PM	Lunch	Lunch	Rounds of 10	30	Springs Salon A
Mon	8/14/2023	3:00 PM	3:15 PM	Coffee Break	PM Coffee Break	Rounds of 10	30	Springs Salon A
Tue	8/15/2023	6:00 AM	11:59 PM	24 Hour Hold	24 Hour Hold	Rounds of 10	30	Springs Salon B
Tue	8/15/2023	6:00 AM	11:59 PM	Meal Space	Meal Space	Conference	7	Springs Salon A
Tue	8/15/2023	9:00 AM	10:00 PM	Breakfast	Breakfast	Conference	7	Springs Salon A
Tue	8/15/2023	11:00 AM	11:15 AM	Coffee Break	AM Coffee Break	Conference	7	Springs Salon A
Tue	8/15/2023	12:00 PM	1:00 PM	Lunch	Lunch	Conference	7	Springs Salon A
Tue	8/15/2023	3:00 PM	3:15 PM	Coffee Break	PM Coffee Break	Conference	7	Springs Salon A
Wed	8/16/2023	6:00 AM	11:59 PM	Meeting	Meeting	Rounds of 10	40	Springs Salon A
Wed	8/16/2023	6:00 AM	11:59 PM	24 Hour Hold	24 Hour Hold	Rounds of 10	1	Springs Salon B
Wed	8/16/2023	8:00 AM	9:00 AM	Breakfast	Breakfast	Rounds of 10	40	Springs Salon A
Wed	8/16/2023	10:00 AM	10:15 AM	Coffee Break	Coffee Break	Rounds of 10	40	Springs Salon A
Thu	8/17/2023	6:00 AM	11:59 PM	Meeting	Meeting	Rounds of 10	140	Springs Salons A-D
Thu	8/17/2023	10:00 AM	10:30 AM	Coffee Break	AM Coffee Break	Rounds of 10	140	Springs Salons A-D
Thu	8/17/2023	12:00 PM	1:00 PM	Lunch	Lunch	Rounds of 10	140	Springs Salons A-D
Thu	8/17/2023	3:00 PM	3:15 PM	Coffee Break	PM Coffee Break	Rounds of 10	140	Springs Salons A-D
Fri	8/18/2023	8:00 AM	12:00 PM	Breakout	Breakout 1 of 7	Rounds of 10	20	Springs Salon A
Fri	8/18/2023	8:00 AM	12:00 PM	Breakout	Breakout 2 of 7	Rounds of 10	20	Springs Salon B
Fri	8/18/2023	8:00 AM	12:00 PM	Breakout	Breakout 3 of 7	Rounds of 10	20	Springs Salon C
Fri	8/18/2023	8:00 AM	12:00 PM	Breakout	Breakout 4 of 7	Rounds of 10	20	Springs Salon D
Fri	8/18/2023	8:00 AM	12:00 PM	Breakout	Breakout 5 of 7	Rounds of 10	20	Springs Salon E
Fri	8/18/2023	8:00 AM	12:00 PM	Breakout	Breakout 6 of 7	Rounds of 10	20	Springs Salon H
Fri	8/18/2023	8:00 AM	12:00 PM	Breakout	Breakout 7 of 7	Schoolroom	50	Santa Rosa Ballroom
Fri	8/18/2023	8:00 AM	12:00 PM	Breakfast	Breakfast	Rounds of 10	50	Santa Rosa Ballroom
Fri	8/18/2023	8:00 AM	9:00 AM	Breakfast	Breakfast	Rounds of 10	100	Springs Salons A-E Foyer
Fri	8/18/2023	10:00 AM	10:05 AM	Coffee Break	Coffee Break	Schoolroom	50	Santa Rosa Ballroom
Fri	8/18/2023	10:00 AM	10:30 AM	Coffee Break	Coffee Break	Cocktail Rounds	100	Springs Salons A-E Foyer

Elite Academic Academy

JW Marriott Desert Springs Resort Spa:

Initials: <sup>DS</sup> df Date: 6/7/2023

Initials: <sup>DS</sup> df AL Date: 6/7/2023

**F&B STAFF CHARGE AND F&B HOUSE CHARGE**

A 14% F&B Staff Charge and a 11% F&B House Charge are applied to Food, Beverage and Room Rental. *The F&B Staff Charge and/or the F&B House Charge may increase between the time of this Agreement and the time of the event. The increase may be the result of changing market prices, costs, taxes or other objective factors as determined by the Resort. The Resort will provide not less than 45 days' notice of such changes, which notice may be by email. You agree to pay the F&B Staff Charge and the F&B House Charge in existence at the time of the event. The F&B Staff Charge is paid in full to employees servicing the event. The F&B House Charge is retained by the Resort and is used to offset the costs of utilities and equipment, and other non-labor expenses. The F&B House Charge is not a tip or gratuity for services provided by employees and is not distributed to employees. Banquet managers and other Banquet employees are not customarily tipped, so tips are not expected. All prices are subject to applicable taxes (currently 7.75%).*

**DAMAGE TO FUNCTION SPACE**

Group agrees to pay for any damage to the function space that occurs while Group is using it. Group will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Group and its attendees.

**CUMULATIVE ATTRITION**

Resort is relying upon Group's use of the Room Night Commitment and the Minimum Banquet Food and Beverage Revenue. Group agrees that a loss will be incurred by Resort if Group's actual usage is less than eighty (80%) of the Total Room Night Commitment.

Resort will subtract the actual room usage for the event and the amount of permissible attrition. The difference of room nights will be multiplied by the Resort's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to Group's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Resort to establish its loss prospectively and shall be due as liquidated damages.

**MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT**

Group agrees to minimum banquet food and beverage revenue of **\$35,000.00** exclusive of tax and F&B House/Staff Charge (the "Minimum Banquet Food and Beverage Revenue"). Resort will confirm the food and beverage prices six (6) months prior to Group's arrival date.

**CURRENT CATERING MINIMUM RATES**

Resort's 2023 minimum catering selections are as follows:

Continental Breakfast: \$48.25++ per person

Plated Breakfast:	\$53.25++ per person
Breakfast Buffet:	\$71.75++ per person
Coffee Breaks:	\$23.50++ per person
Plated Lunch:	\$59.25++ per person
Lunch Buffet:	\$74.25++ per person
Box Lunch:	\$64.50++ per person
Plated Dinner:	\$131.25++ per person
Dinner Buffet:	\$179.75++ per person
Cocktail Reception (Beverages only based on per hour)	\$31.00++ per person
Light Reception (food only):	\$94.00++ per person

These minimums do not include an applicable California State tax currently 7.75% and a taxable F&B House/Staff Charge of 25%. All food and beverage served in the Resort must be purchased from the Resort. Prices are subject to change.

The Resort promises that the minimum rates charged to Group will be no more than the rates listed above, increased by a maximum of five percent (5%) year over year. Resort will confirm the food and beverage prices three (3) months prior to Group's arrival date.

**CANCELLATION**

Group acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of Group's obligation to Resort and Resort would be harmed. Because Resort's harm and Group's obligation to compensate Resort for that harm is likely to increase if there is a delay in notifying Resort of any Cancellation, Group's agrees to notify Resort, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a) it would be difficult to determine Resort's actual harm;
- b) the sooner Resort receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c) the highest percentage amount in the chart (the "Chart") set forth below reasonably estimates Resort's harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Resort's ability to lessen its harm by reselling Group's space and functions.

Group therefore agrees to pay Resort, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

<b>Date of Cancellation</b>	<b>Total Amount of Liquidated Damages Due</b>
Date of Agreement to August 14, 2023	100% of Total Room Revenue* (\$51,910.00) + 70% of the Minimum Banquet Food & Beverage Revenue (\$24,500.00) = \$76,410.00

\* "Total Room Revenue" is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by Group's average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts

listed above.

Provided that Group timely notifies Resort of the Cancellation and timely pays the above liquidated damages, Resort agrees not to seek additional damages from Group relating to the Cancellation.

### **IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Resort to provide, or for groups in general to use, the Resort facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical but in no event longer than ten (10) days - after learning of such basis.

Should the federal agency responsible for public health, emergency preparedness and infectious disease control and prevention in the country where the Resort is located (i.e., the Centers for Disease Control and Prevention in the U.S. or the Public Health Agency of Canada) issue a travel advisory, notice, or warning at any time within the 30 day period prior to the first arrival date of the Event that specifically advises travelers to avoid all non-essential travel to the specific city in which the Resort is located, and should Group have suspended all of its business operations in the city where the Resort is located or, if Group has no business operations in the city where the Resort is located, has otherwise recommended that its attendees not travel to the city for any non-essential reason, then Group may contact the Resort in order for the parties to engage in discussions regarding the scope of the advisory, notice, or warning. The parties agree to negotiate in good faith to resolve any concerns raised as a result of the advisory, notice, or warning and to enter into such amendments of this Agreement as may be necessary to reasonably accommodate both parties' interests (such as an adjustment to the performance (attrition) clauses of this Agreement or the addition of a re-book clause to the Agreement).

### **INDEMNIFICATION**

Each party to this Agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Resort as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

### **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of



all insurance bodies applicable to the Resort premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

### **PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Resort shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement. Without limiting the foregoing obligation, Resort has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration. Group will obtain all necessary rights and permissions prior to providing any personal data to Resort, including all rights and permissions required for Resort, Resort affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Resort's privacy statement and applicable law. Notwithstanding any other provision, Resort may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

### **COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Resort and Group agree to cooperate with each other to ensure compliance with such laws.

### **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act's accompanying regulations and guidelines (collectively the "ADA"). Each party further agrees to indemnify and hold the other party harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against the other party or its officers, directors, agents, and employees on the basis of the indemnifying party's non-compliance with any of the provisions of the ADA. Group agrees to provide Resort with reasonable advance notice about the special needs of any attendees of which Group is aware.

### **CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Resort or Group will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

### **LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

### **LIQUOR LICENSE**

Group understands that Resort's liquor license requires that beverages only be dispensed by Resort employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under-age.

### **USE OF OUTSIDE VENDORS**

If Group wishes to hire outside vendors to provide any goods or services at Resort during the Event, Group must notify Resort of the specific goods or services to be provided and provide sufficient advance notice to the Resort so that the Resort can (i) determine, in Resort's sole discretion, whether such vendor must provide Resort, in form and amount reasonably satisfactory to Resort, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Group, taking into consideration: (a) whether Resort offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Resort.

### **PERFORMANCE LICENSES**

Group will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Group may use or request to be used at the Resort.

### **IN-HOUSE EQUIPMENT**

Resort will provide, at no charge, a reasonable amount of meeting equipment (for example,

chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Resort's present in-house equipment to the point of requiring rental of an additional supply to accommodate Group's needs. If such special setups or extraordinary formats are requested, Resort will present Group two (2) alternatives: (1) charging Group the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

### **UNATTENDED ITEMS/ADDITIONAL SECURITY**

The Resort cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Resort for securing a limited number of valuable items. If Group requires additional security with respect to such items or for any other reason, the Resort will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Resort approval.

### **AUDIO VISUAL**

Resort's preferred in-house AV production company and full-service audio-visual provider, Encore, would be pleased to support Group's program audio, video, staging, production and technical needs. Encore is an integral department within the Resort. With complete staging capabilities for all types of programs, shows and functions, Encore ensures excellent service and technical quality. *Please note that Encore also oversees the use of all Resort technical systems, including house-sound, function space internet, ballroom lighting, rigging requirements and power services. There are specific fees, guidelines and minimum services standards that will apply to all outside audio-visual vendors.* These guidelines can be provided upon request. When utilizing Encore for all of Group's audio-visual needs, each requirement will be handled by our Encore Production Department.

### **MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Group has otherwise complied with the material terms and conditions of this Agreement), the Resort will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Resorts in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

#### **GROUP MUST CHECK ONE OPTION BELOW:**

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

**Member Name** \_\_\_\_\_

**Marriott Bonvoy Membership Number** \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

**Participating airline name** \_\_\_\_\_

**Participating airline frequent flyer account number** \_\_\_\_\_

OR

\_\_\_ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

### **HIGH RISK ACTIVITIES**

Resort has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Group has given to the Resort. Group agrees that it has presented all material information required in order for Resort to provide the rooms and facilities set forth in this Agreement. Should Resort, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Resort (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Resort may terminate this Agreement immediately and without liability, upon written notice to Group.

### **ACCEPTANCE**


Prior to execution by both parties, this document represents an offer by the Resort. Unless the Resort otherwise notifies Group at any time prior to Group's execution of this document, the outlined format and dates will be held by the Resort for Group on a first-option basis until **Tuesday, June 13, 2023**. If Group cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Resort's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Resort of a fully executed version of this Agreement prior to **Tuesday, June 13, 2023**, or upon Resort's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Resort and Group.

Resort and Group have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

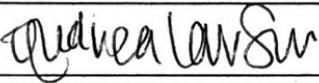


**SIGNATURES**

*Approved and authorized by Elite Academic Academy:*

Name: (Print)	MEGHAN FREEMAN
Title: (Print)	CEO
Signature:	 A4137E406BF5494
Date:	6/7/2023

*Approved and authorized by JW Marriott Desert Springs Resort & Spa:*

Name:	Andrea Larson, CHSP
Title:	Senior Sales Executive
Signature:	
Date:	6/8/23

# WHOOP UNITE

**Company Address**

**Email** akirkland@eliteacademic.com  
**Bill To Name** Ashlea Kirkland  
**Bill To** 43414 Business Park Drive,  
 Temecula, CA, US, 92590

**Created Date** May 25, 2023

**Expiration Date** Jun 1, 2023

**Prepared By** Justin Gombotz

**Email** justin.gombotz@whoop.com

**Quote No.** Q-11155

**Term** 12 Months

Item Name	Quantity	List Price	Discount %	Sales Price	Total Price
License	1,250	\$275.00	13%	\$239.00	\$299,062.50
WHOOP Strap 4.0 Onyx (Black)	1,250	\$120.00	100%	0	0
WHOOP Strap Credit	600	(\$170.00)	-	(\$170.00)	(\$102,000.00)
<b>Total Net Price</b>					<b>\$197,062.50</b>

**Cost split between schools:**

EAA-LU \$ 98,531.25

EAA-ME \$ 98,531.25

Pricing Summary	
<b>Total Sales Price</b>	\$197,062.50
<b>Shipping</b>	TBD
<b>Subtotal</b>	\$197,062.50
<b>Tax*</b>	TBD
<b>Grand Total **</b>	\$197,062.50



### Dates

**Contract Start Date** Jul 1, 2023

**Contract End Date** Jun 30, 2024

### Additional Terms

\* Tax calculation remains subject to delivery location and Purchaser's tax status.

\*\* Grand Total remains subject to final Tax and Shipping and Handling. Final Grand Total will be reflected in the associated invoice.

Payment will be split into 1/3 installments on June 15th, July 15th and August 15th

### Quote Acceptance

\* This Sales Quote is expressly conditioned on Purchaser's acceptance of the Whoop Standard Terms and Conditions, attached hereto. Purchaser's signature below shall constitute such acceptance.

**Signature:**  X

A4137E406BF5494...

**Purchaser:** MEGHAN FREEMAN

**Title:** Chief Executive Officer

**Date:** 6/1/2023



## TERMS & CONDITIONS

**1. Agreement to Purchase.** Whoop, Inc. (“Whoop”) agrees to sell and/or license, as applicable, and purchaser (“Purchaser”) agrees to purchase the Whoop products and/or services (“Products”) listed in the sales quote (“Quote”) to which these terms and conditions (“Terms”) are attached, at the prices and quantities specified in the Quote. All Products are subject to these Terms. Notwithstanding anything herein to the contrary, if a written agreement signed by both parties is in existence, or comes into existence, covering the sale and/licensing of the Products, the terms and conditions of such written agreement shall prevail. All sales are final upon acceptance of the Quote and these Terms.

**2. Terms of Sale.** Purchaser understands and agrees that the Products are intended solely for use by Purchaser or individual recipients to whom Purchaser makes the Products available, each of whom shall be an end user of the Products (“End User”). Each End User’s access to and use of the Products will be subject to, and each End User will be required to agree to, the WHOOP Terms of Use (<https://www.whoop.com/termsfuse/>) and Privacy Policy (<https://www.whoop.com/privacy/fullprivacy-policy/>) (collectively, the “WHOOP Terms of Use”). Purchaser and/or any End User shall not resell, barter, exchange, or otherwise transfer the Products to any other entity or individual at any charge. Purchaser acknowledges that (i) Whoop has made a substantial investment in developing its products, brand equity and authorized distributor base and (ii) any unauthorized resale or attempts to resell the Products by Purchaser or any End User will cause irreparable harm to Whoop and its authorized distributor network. For the avoidance of doubt, any software incorporated into or provided for use in or with a Product (whether initially, as part of maintenance or support or otherwise) is not sold, but rather is licensed solely for Purchaser or End User’s personal, noncommercial use in or with that Product strictly in accordance with any terms of use, documentation and any other use restrictions provided by Whoop to Purchaser and/or any End User in connection with the use of the Product, including without limitation the WHOOP Terms of Use.

**3. Replacement Products.** For a period of one (1) year from the date Whoop ships the Products to Purchaser, Whoop may replace any damaged Products at no cost to Purchaser with replacement Products (“Replacement Products”) but solely (i) to the extent specified in the Quote and (ii) at Whoop’s discretion. In order to request Replacement Products, Purchaser must submit such request to Whoop at [customersuccess@whoop.com](mailto:customersuccess@whoop.com). Purchaser shall return any damaged Product for which it receives a Replacement Product to Whoop at the address specified by WHOOP in writing. Purchaser agrees to pay any shipping and handling charges associated with all such returns.

**4. Payment Terms.** All invoices shall be issued by Whoop upon acceptance of the Quote at the e-mail address specified by Purchaser in the Quote or such other address provided by Purchaser to Whoop in writing. All payments are due within thirty (30) days from the invoice date. If Purchaser fails to timely or completely pay any amount due to Whoop pursuant this Quote, interest at a rate of 2% per month from the date the amounts were first billed will accrue on all past due amounts until such amounts, including accrued interest, are paid in full. Purchaser will promptly reimburse Whoop for any expense of collection, including costs, disbursements and reasonable legal fees, to the extent necessitated by a failure, neglect or refusal to pay Whoop fees as and when due. In the event any payment to Whoop is past due, Whoop will have the right to pursue all legal and equitable remedies available to it, including suspension of any right to access or use any portion or all of the Products. If Whoop suspends Purchaser’s access right to access or use any portion or all of the Products, Purchaser remains responsible for all fees incurred by Purchaser during the suspension period.



**5. Intentionally Omitted.**

**6. Hardware Product Warranty.** Whoop warrants that the hardware Products shall be free from material defects for a period of one (1) year from the date Whoop ships such hardware Products to Purchaser. Such warranty does not apply to hardware Products that have been damaged, mishandled, mistreated; used or maintained or stored other than in conformity with the applicable technical specifications and Whoop's instructions; or modified, altered or repaired in any manner by any party other than Whoop. Further, such warranty does not apply to any services or software incorporated into or provided for use in or with a hardware Product or any content provided in connection with the Products. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTY SHALL BE THE REPLACEMENT OF OR (AT WHOOP'S OPTION) A REFUND FOR RETURNED NON-CONFORMING HARDWARE PRODUCT FOR WHICH FULL DOCUMENTATION AND PROOF OF NON-CONFORMITY IS PROVIDED TO WHOOP WITHIN ONE (1) YEAR AFTER THE ORIGINAL NON-CONFORMING HARDWARE PRODUCTS ARE SHIPPED BY WHOOP TO PURCHASER.

**7. DISCLAIMER.** EXCEPT FOR THE FOREGOING WARRANTIES, WHOOP DOES NOT MAKE (AND HAS NOT AUTHORIZED ANYONE TO MAKE) ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, OR OPERATION OR FITNESS FOR A PARTICULAR PURPOSE. WHOOP DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT, INCLUDING ANY SOFTWARE OR SERVICES INCORPORATED INTO OR PROVIDED FOR USE IN OR WITH A HARDWARE PRODUCT, WILL BE UNINTERRUPTED OR ERROR-FREE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ANY SOFTWARE, SERVICES OR CONTENT PROVIDED IN CONNECTION WITH THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WHOOP HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, OR OPERATION OR FITNESS FOR PARTICULAR PURPOSE.

**8. NO MEDICAL ADVICE.** THE PRODUCTS AND ANY RESULTS OR CONTENT DISPLAYED VIA THE PRODUCTS, WHETHER PROVIDED BY WHOOP OR THIRD PARTIES, DO NOT PROVIDE MEDICAL ADVICE AND ARE NOT INTENDED TO BE A SUBSTITUTE FOR (I) ADVICE FROM A DOCTOR OR OTHER MEDICAL PROFESSIONAL, OR ANY DIAGNOSIS OR TREATMENT OR (II) A VISIT, CALL OR CONSULTATION WITH A DOCTOR OR OTHER MEDICAL PROFESSIONAL. THE PRODUCTS DO NOT AND ARE NOT INTENDED TO TREAT OR PREVENT ANY MEDICAL CONDITION. ALL CONTENT AVAILABLE THROUGH THE PRODUCTS IS FOR GENERAL INFORMATIONAL PURPOSES ONLY. USE OF THE PRODUCTS, OR COMMUNICATION WITH WHOOP VIA THE INTERNET, E-MAIL, OR OTHER MEANS, DOES NOT CREATE ANY DOCTOR-PATIENT RELATIONSHIP. USERS OF THE PRODUCT SHOULD CALL OR SEE A DOCTOR OR OTHER HEALTHCARE PROVIDER FOR ANY HEALTH-RELATED QUESTIONS AND SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THE PRODUCTS. THE PRODUCTS, INCLUDING ANY CONTENT AVAILABLE THROUGH THE PRODUCTS, SHOULD NOT BE USED FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. USERS OF THE PRODUCTS SHOULD ALWAYS CONSULT A QUALIFIED AND LICENSED MEDICAL PROFESSIONAL PRIOR TO BEGINNING OR MODIFYING ANY DIET OR EXERCISE OR ATHLETIC PROGRAM.

**9. Ownership; Consent.** As between the parties, and except for the express rights granted in these Terms, Whoop shall own all right, title and interest, including any and all intellectual property rights of any sort in any jurisdiction throughout the world, in and to the Products including all content (including any data collected by Whoop or the Products or otherwise related to any End User) and all Whoop software related thereto. To the extent Purchaser requests that Whoop provide it with Personal Data or other data related to any End User, Purchaser represents,



warrants and covenants that it (a) has obtained all necessary and appropriate consents required by all applicable laws, regulations or rules, including without limitation all federal, state, local, and international privacy and data security related laws and regulations that are, or which may in the future be, applicable to such Personal and other data (“collectively, “Data Protection Laws”), to allow Whoop to provide such Personal and other data to Purchaser; and (b) it will use such Personal and other data in compliance with all applicable laws, regulations or rules, including without limitation all Data Protection Laws. As used herein, “Personal Data” means any information that identifies or relates to a particular individual and also includes information referred to as “personally identifiable information” or “personal information” under applicable data privacy laws, rules, or regulations.

**10. Use of Marks.** Purchaser hereby grants a limited, non-exclusive, royalty-free license and right to Whoop to use Purchaser’s Marks in sales and marketing materials promoting the enterprise business of Whoop, including on the Whoop website or as part of promotional efforts. In addition, to the extent use of a party’s trademarks, service marks, trade names, logos and other indicia of origin, domain names, social and mobile media identifiers and URLs of a party, and all goodwill associated therewith (collectively, “Marks”) has been approved in writing by the other party (the “Approving Party”), the Approving Party hereby grants to the other party a limited, revocable, nonexclusive, non-transferable, royalty-free license to use, display and publish such Marks for the purposes for which such use was approved, in the form and format provided to the Approving Party. The Approving Party will retain all right, title and interest in and to its Marks.

**11. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, WHOOP WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR (I) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO WHOOP HEREUNDER DURING THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, (II) ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WHOOP SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL.

**12. Indemnification.** Purchaser shall indemnify, defend and hold harmless Whoop (including its affiliates, successors, officers, directors, employees and agents) from and against all third party claims, suits, losses, expenses and liabilities (including, without limitation, reasonable attorney’s fees) which may arise from or related to Purchaser’s breach of these Terms or use of the Products.

**13. Confidentiality.** All non-public, confidential or proprietary information of Whoop, including, but not limited to, business operations, customer lists, pricing, discounts or rebates, disclosed by Whoop to Purchaser, 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 use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Whoop in writing. Whoop shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) rightfully known to the receiving party without restriction before receipt from disclosing party; (ii) is rightfully disclosed to receiving party without restriction by a third party; (iii) is or becomes generally known to the public without violation of this Quote by receiving party; or (iv) is independently developed by Purchaser or its employees without access to or reliance on such information.

**14. Remedies.** The parties agree that any breach of these Terms by a party would cause irreparable harm to the



non-breaching party and that money damages may be an inadequate remedy to protect such nonbreaching party therefrom and that such non-breaching party will be entitled to seek injunctive relief, specific performance or other forms of equitable relief as a remedy for any such breach.

**15. Export Control.** Purchaser will not export or re-export, directly or indirectly, the Products, or any technical information related thereto, or any direct products thereof, to any destination or person prohibited or restricted by the export control laws and regulations of the United States, without the prior authorization from the appropriate governmental authorities.

**16. Survival.** Purchaser's obligations to Whoop shall survive the termination, cancellation or expiration of these Terms.

**17. Title; Risk; Shipping.** Whoop shall not be liable for errors or omissions contained in Purchaser's shipping information and instructions. All sales shall be made F.O.B. place of shipment with title to and risk of loss for the Products passing to Purchaser upon shipment.

**18. Assignment.** These Terms shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Purchaser shall not assign these Terms without the prior written consent of Whoop. Any attempted assignment shall be deemed to be null and invalid and shall be considered a breach of these Terms.

**19. Entire Agreement.** These Terms (together with any mutually agreed Exhibits or Addendums hereto, which are hereby incorporated by reference) constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, express or implied, relating to the subject matter of these Terms. No modification of these Terms shall be valid unless agreed upon in writing and signed by both parties. These Terms prevail over any of Purchaser's general terms and conditions of purchase regardless whether or when Purchaser has submitted its purchase order or such terms. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and conditions and does not serve to modify or amend these Terms.

**20. Severability.** In the event that any provision of these Terms shall be deemed invalid, illegal or otherwise unenforceable, such provision shall be modified so as to be valid, enforceable and consistent with the parties' intentions, and the remaining provisions shall continue to be valid and enforceable.

**21. Waiver.** Failure of either party to insist in an instance upon strict performance by the other party of any provision of these Terms, or to exercise any right or privilege granted hereunder, shall not be construed or deemed to be a permanent or subsequent waiver in whole or in part of such, or any other, provision, right or privilege.

**22. Relationship of the Parties.** These Terms and the transactions contemplated hereunder shall not be construed as creating the relationship of employee and employer, principal and agent, joint ventures, co-partners, affiliates or any other similar relationship, the existence of which is expressly denied. Purchaser shall not construe or represent itself as an agent, employee, partner, representative or authorized reseller of Whoop for any purpose. Neither party shall have any right to enter into any contracts or commitments on behalf of the other party.



**23. Governing Law; Venue.** The Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties agree to submit to the exclusive jurisdiction of the courts located in Suffolk county in Massachusetts.





**Elite Spirit Cheer and Dance**

RE: Payment Schedule  
29061 La Ladera Road  
Menifee, CA 92584

This payment agreement is between “**Elite Spirit Cheer and Dance**” and “Elite Academic Academy- Mountain Empire and Elite Academic Academy- Lucerne” for the 2023/2024 Level Up Program first learning period. This agreement is above and beyond the approved Elite Academic Academy community partner packet that was completed and approved by our community relations department. This agreement is only valid for the dates outlined below and for the supplemental services to our students in the area of “Athletic Enrichment Services”. **Elite Spirit Cheer and Dance** will be hosting weekly in-person cheer practice with an assigned coach and an intensive cheer clinic July 26-28.

**Important items to remember:**

1. **Elite Spirit Cheer and Dance** will be required to submit daily attendance for all students who attend the program beginning **July 1, 2023**, and through **August 05, 2023**. Elite Academic Academy will commit to a payment schedule to **Elite Spirit Cheer and Dance** based on student attendance, using a daily rate of **\$16.67** for a calendar of **30 school days**.
2. In the event a student leaves the program before the end of a given invoice period, **Elite Spirit Cheer and Dance** will be paid using the daily rate and total number of days the student attended the program.
3. **Elite Spirit Cheer and Dance** understands that EAA cannot prepay for services.
4. All invoices submitted by **Elite Spirit Cheer and Dance** must include: Bill To information (Elite Academic Academy, 43414 Business Park Drive, Temecula, CA 92590); **Elite Spirit Cheer and Dance** information (must match W9); an invoice number; invoice date; student’s name; purchase order (PO) number; weekly attendance days; amount per student; and total due.

**Schedule Payment for Full Services**

	Date Range	Days Invoiced	Date Paid
Payment #1, \$200.00	July 1 – July 16	12 school days	07/26/2023
Payment #2 \$133.33	July 17 – July 25	8 school days	8/31/2023
Payment #3 \$166.67	July 26 – August 5	10 school days	10/31/2023 (or until attendance has been confirmed)

5. **Payment #1** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have confirmed attendance in school and with **Elite Spirit Cheer and Dance** through **July 16th**.
6. **Payment #2** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have continued to attend for the remainder of the learning period through **July 25th**.
7. **Payment #3** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have continued to attend for the remainder of the learning period through **August 5th**.
8. **Elite Academic Academy is responsible to support families/students in the completion of ALL academic requirements for our Level Up program. Your support in encouraging families/students to complete assignments is greatly appreciated and will support us in improved attendance resulting in a better chance of full payment for your supplemental enrichment services.**
9. Students who drop out of the program early will have limited funds for enrichment, and payments will be prorated based on accurate attendance.
10. If **Elite Spirit Cheer and Dance** is deemed to have been overpaid for a student(s), Elite Academic Academy will subtract the total amount of overpayment from Payment #3. The amount of overpayment will be calculated using the daily rate of **\$16.67** multiplied by days missed as stated on attendance reports.
11. If Elite Academic Academy has underpaid **Elite Spirit Cheer and Dance** for a student(s), Elite Academic Academy will ensure the total funds for all students, in full attendance of learning period, are paid by Payment #3.
12. **Elite Spirit Cheer and Dance** is responsible for reviewing and agreeing to attendance reports. Any invoice for Level Up Services received after 8/15/23 will be paid in net 60 terms as long as the students have completed all required elements outlined above.
13. This agreement is made solely between **Elite Spirit Cheer and Dance** and Elite Academic Academy. Should **Elite Spirit Cheer and Dance** choose to subcontract any portion of their services, with a third-party partner, not vetted or approved by Elite Academic Academy, **Elite Spirit Cheer and Dance** will be strictly liable for all actions of said third-party partner, including dissemination of misinformation, and Elite Academic Academy will have the right to terminate this agreement with Partner, effective immediately, by providing written notice to **Elite Spirit Cheer and Dance**.
14. Elite reserves the right to **modify the above payment schedule dates** in the event the state of California defers scheduled payments to public schools. Elite will notify Community Partners in writing of the new proposed dates, if this occurs.

We are very excited to form this partnership and provide an amazing opportunity for students!

Signature: \_\_\_\_\_  
Meghan Freeman, CEO  
Elite Academic Academy

Date:

Signature: \_\_\_\_\_  
Cristina Planchon, CEO/Owner  
Elite Spirit Cheer and Dance

Date:



**Around the Horn (ATH)**

RE: Payment Schedule  
 855 S. Main St., Ste. K-150  
 Fallbrook, CA 92028

This payment agreement is between “**Around the Horn (ATH)**” and “Elite Academic Academy- Mountain Empire and Elite Academic Academy- Lucerne” for the 2023/2024 Level Up Program first learning period. This agreement is above and beyond the approved Elite Academic Academy community partner packet that was completed and approved by our community relations department. This agreement is only valid for the dates outlined below and for the supplemental services to our students in the area of “Athletic Enrichment Services”. **Around the Horn (ATH)** will be hosting in-person practices as well as scheduled games in public locations.

**Important items to remember:**

1. **Around the Horn (ATH)** will be required to submit daily attendance for all students who attend the program beginning **July 1, 2023**, and through **August 05, 2023**. Elite Academic Academy will commit to a payment schedule to **Around the Horn (ATH)** based on student attendance, using a daily rate of **\$15.00** for a calendar of **30 school days**.
2. In the event a student leaves the program before the end of a given invoice period, **Around the Horn (ATH)** will be paid using the daily rate and total number of days the student attended the program.
3. **Around the Horn (ATH)** understands that \$50 per student has been deducted from the standard rate of \$500 per student, in order to account for costs associated with SoFi event.
4. **Around the Horn (ATH)** understands that EAA cannot prepay for services.
5. All invoices submitted by **Around the Horn (ATH)** must include: Bill To information (Elite Academic Academy, 43414 Business Park Drive, Temecula, CA 92590); **Around the Horn (ATH)** information (must match W9); an invoice number; invoice date; student’s name; purchase order (PO) number; weekly attendance days; amount per student; and total due.

**Schedule Payment for Full Services**

	Date Range	Days Invoiced	Date Paid
Payment #1, \$180.00	July 1 – July 16	12 school days	07/26/2023
Payment #2 \$120.00	July 17 – July 25	8 school days	8/31/2023
Payment #3 \$150.00	July 26 – August 5	10 school days	10/31/2023 (or until attendance has been confirmed)

6. **Payment #1** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have confirmed attendance in school and with **Around the Horn (ATH)** through **July 16th**.
7. **Payment #2** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have continued to attend for the remainder of the learning period through **July 25th**.
8. **Payment #3** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have continued to attend for the remainder of the learning period through **August 5th**.
9. **Elite Academic Academy is responsible to support families/students in the completion of ALL academic requirements for our Level Up program. Your support in encouraging families/students to complete assignments is greatly appreciated and will support us in improved attendance resulting in a better chance of full payment for your supplemental enrichment services.**
10. Students who drop out of the program early will have limited funds for enrichment, and payments will be prorated based on accurate attendance.
11. If **Around the Horn (ATH)** is deemed to have been overpaid for a student(s), Elite Academic Academy will subtract the total amount of overpayment from Payment #3. The amount of overpayment will be calculated using the daily rate of **\$15.00** multiplied by days missed as stated on attendance reports.
12. If Elite Academic Academy has underpaid **Around the Horn (ATH)** for a student(s), Elite Academic Academy will ensure the total funds for all students, in full attendance of learning period, are paid by Payment #3.
13. **Around the Horn (ATH)** is responsible for submitting timely invoices with accurate information and acknowledges that such errors may result in payment delays. Any invoice for Level Up Services received after 8/15/23 will be paid in net 60 terms as long as the students have completed all required elements outlined above.
14. This agreement is made solely between **Around the Horn (ATH)** and Elite Academic Academy. Should **Around the Horn (ATH)** choose to subcontract any portion of their services, with a third-party partner, not vetted or approved by Elite Academic Academy, **Around the Horn (ATH)** will be strictly liable for all actions of said third-party partner, including dissemination of misinformation, and Elite Academic Academy will have the right to terminate this agreement with Partner, effective immediately, by providing written notice to **Around the Horn (ATH)**.
15. Elite reserves the right to **modify the above payment schedule dates** in the event the state of California defers scheduled payments to public schools. Elite will notify Community Partners in writing of the new proposed dates, if this occurs.

We are very excited to form this partnership and provide an amazing opportunity for students!

Signature: \_\_\_\_\_  
Meghan Freeman, CEO  
Elite Academic Academy

Date:

Signature: \_\_\_\_\_  
Doug Baker, CEO/Owner  
Around the Horn (ATH)

Date:



**Ambassadors Media Group. LLC (AOC)**

RE: Payment Schedule

28562 Oso Pkwy, D-132

Rancho Santa Margarita, CA 92688

This payment agreement is between “**Ambassadors Media Group. LLC (AOC)**” and “Elite Academic Academy- Mountain Empire and Elite Academic Academy- Lucerne” for the 2023/2024 Level Up Program first learning period. This agreement is above and beyond the approved Elite Academic Academy community partner packet that was completed and approved by our community relations department. This agreement is only valid for the dates outlined below and for the supplemental services to our students in the area of “Social and Emotional Wellness Enrichment Services”. **Ambassadors Media Group. LLC (AOC)** will schedule guest speakers throughout the courses, and a culminating event that includes guest speakers and sports clinics.

**Important items to remember:**

1. **Ambassadors Media Group, LLC (AOC)** will be required to submit daily attendance for all students who attend the program beginning **July 1, 2023**, and through **August 05, 2023**. Elite Academic Academy will commit to a payment schedule to **Ambassadors Media Group, LLC (AOC)** based on student attendance, using a daily rate of **\$16.67** for a calendar of **30 school days**.
2. In the event a student leaves the program before the end of a given invoice period, **Ambassadors Media Group, LLC (AOC)** will be paid using the daily rate and total number of days the student attended the program.
3. **Ambassadors Media Group, LLC (AOC)** understands that EAA cannot prepay for services.
4. **Ambassadors Media Group, LLC (AOC)** understands that any down payments or costs associated with SoFi event, made by Elite Academic Academy to secure the event, will be deducted from total invoiced amounts.
5. All invoices submitted by **Ambassadors Media Group, LLC (AOC)**, **must include**: Bill To information (Elite Academic Academy, 43414 Business Park Drive, Temecula, CA 92590); **Ambassadors Media Group, LLC (AOC)** information (must match W9); an invoice number; invoice date; student’s name; purchase order (PO) number; weekly attendance days; amount per student; and total due.

**Schedule Payment for Full Services**

	Date Range	Days Invoiced	Date Paid
Payment #1, \$200.00	July 1 – July 16	12 school days	07/26/2023
Payment #2 \$133.33	July 17 – July 25	8 school days	8/31/2023
Payment #3 \$166.67	July 26 – August 5	10 school days	10/31/2023 (or until attendance has been confirmed)



6. **Payment #1** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have confirmed attendance in school and with **Ambassadors Media Group, LLC (AOC)** through **July 16th**.
7. **Payment #2** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have continued to attend for the remainder of the learning period through **July 25th**.
8. **Payment #3** will only be paid for students who are fully enrolled with completed applications, master agreements, an associated PO number, and have continued to attend for the remainder of the learning period through **August 5th**.
9. **Elite Academic Academy is responsible to support families/students in the completion of ALL academic requirements for our Level Up program. Your support in encouraging families/students to complete assignments is greatly appreciated and will support us in improved attendance resulting in a better chance of full payment for your supplemental enrichment services.**
10. Students who drop out of the program early will have limited funds for enrichment, and payments will be prorated based on accurate attendance.
11. If **Ambassadors Media Group, LLC (AOC)** is deemed to have been overpaid for a student, Elite Academic Academy will subtract the total amount of overpayment from Payment #3. The amount of overpayment will be calculated using the daily rate of **\$16.67** multiplied by days missed as stated on attendance reports.
12. If Elite Academic Academy has underpaid **Ambassadors Media Group, LLC (AOC)** for a student, Elite Academic Academy will ensure the total funds for all students, in full attendance of learning period, are paid by Payment #3.
13. **Ambassadors Media Group, LLC (AOC)** is responsible for submitting timely invoices with accurate information and acknowledges that such errors may result in payment delays. Any invoice for Level Up Services received after 8/15/23 will be paid in net 60 terms as long as the students have completed all required elements outlined above.
14. This agreement is made solely between **Ambassadors Media Group, LLC (AOC)** and Elite Academic Academy. Should **Ambassadors Media Group, LLC (AOC)** choose to subcontract any portion of their services, with a third-party partner, not vetted or approved by Elite Academic Academy, **Ambassadors Media Group, LLC (AOC)** will be strictly liable for all actions of said third-party partner, including dissemination of misinformation, and Elite Academic Academy will have the right to terminate this agreement with Partner, effective immediately, by providing written notice to **Ambassadors Media Group, LLC (AOC)**.
15. Elite reserves the right to **modify the above payment schedule dates** in the event the state of California defers scheduled payments to public schools. Elite will notify Community Partners in writing of the new proposed dates, if this occurs.

We are very excited to form this partnership and provide an amazing opportunity for students!

Signature: \_\_\_\_\_

Meghan Freeman, CEO  
Elite Academic Academy

Date:

Signature: \_\_\_\_\_

Eric Hannah, CEO/Owner  
Ambassadors Media Group, LLC (AOC)

Date:

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2023-2024*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA ELITE ACADEMIC ACADEMY - LUCERNE

Contract Year 2023-2024

         Nonpublic School

X         Nonpublic Agency

**Type of Contract:**

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

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

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

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

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**2023-2024****CONTRACT NUMBER:DES-2324LU**

**LOCAL EDUCATION AGENCY:** Elite Academic Academy – Lucerne  
**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

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**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Elite Academic Academy – Lucerne, hereinafter referred to as the local educational agency (“LEA”), a member of the Desert Mountain Charter SELPA and Dynamic Education Services, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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



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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

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

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

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

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.



- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

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

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

### **22. GENERAL PROGRAM OF INSTRUCTION**

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

## **25. CALENDARS**

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

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

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

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

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

**26. DATA REPORTING**

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

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

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

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

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

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

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

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



- 1.any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
- 2.an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
- 3.an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- 4.an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- 5.restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- 6.locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- 7.an intervention that precludes adequate supervision of the individual;
- 8.an intervention that deprives the individual of one or more of his or her senses.

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

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

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

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

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

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

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

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

### **32. IEP TEAM MEETINGS**

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

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

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

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

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

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

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

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

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

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

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

#### **42. STATE MEAL MANDATE**

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

#### **43. MONITORING**

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

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

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

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

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

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

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

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

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

### **45. STAFF QUALIFICATIONS**

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

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a



clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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 31<sup>st</sup> 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 (10<sup>th</sup>) 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 (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

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

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



## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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

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

**CONTRACTOR**

**LEA**

**Dynamic Education Services, Inc.**  
**Nonpublic School/Agency**

**Elite Academic Academy – Lucerne**  
**LEA Name**

DocuSigned by:  
 By: Jonas Maceda 6/9/2023  
 Signature Date  
 Jonas Maceda CEO/Director  
**Name and Title of Authorized Representative**

DocuSigned by:  
 By: Meghan Freeman 6/9/2023  
 Signature Date  
**Meghan Freeman – CEO**  
**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Jonas Maceda CEO/Director	<b>Name and Title</b> Meghan Freeman - CEO
<b>Nonpublic School/Agency/Related Service Provider</b> Dynamic Education Services, Inc.	<b>LEA</b> Elite Academic Academy – Lucerne
<b>Address</b> 1150 E. Orangethorpe Ave, Ste. 107	<b>Address</b> 43414 Business Park Dr.
<b>City State Zip</b> Placentia CA 92870	<b>City State Zip</b> Temecula, CA 92590
<b>Phone Fax</b> 714-823-3361 714-823-3361	<b>Phone Fax</b> 866-354-8302
<b>Email</b> jonas@dynamicservices.net	<b>Email</b> mfreeman@eliteacademic.com

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

<b>Name and Title</b> Michonne Taylor – SPED Administrative Assistant
<b>Address</b> 43414 Business Park Dr.
<b>City State Zip</b> Temecula, CA. 92590
<b>Phone Fax</b> 951-583-1512
<b>Email</b> mtaylor@eliteacademic.com

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Dynamic Education Services, Inc.

The CONTRACTOR CDS NUMBER: 9902242

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

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

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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$140</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (no code) Supplemental Academic Services (SAS)	\$100	Hourly

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2023-2024*





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**2023-2024**

**CONTRACT NUMBER: MA23-24LU**

**LOCAL EDUCATION AGENCY: Elite Academic Academy – Lucerne**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: McColgan and Associates, Inc.**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Elite Academic Academy – Lucerne, hereinafter referred to as the local educational agency (“LEA”), a member of the Desert Mountain Charter SELPA and McColgan and Associates, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

#### **10. SEVERABILITY CLAUSE**

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

#### **11. SUCCESSORS IN INTEREST**

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

#### **12. VENUE AND GOVERNING LAW**

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

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

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

#### **14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.



## 15. INSURANCE

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

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

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

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## 20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## EDUCATIONAL PROGRAM

### 21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

### 22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

## **25. CALENDARS**

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

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

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

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

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

## **26. DATA REPORTING**

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

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

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**



CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

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

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

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

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

- 1.any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
- 2.an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
- 3.an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- 4.an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- 5.restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- 6.locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- 7.an intervention that precludes adequate supervision of the individual;
- 8.an intervention that deprives the individual of one or more of his or her senses.

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

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

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

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

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

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

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

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

### **32. IEP TEAM MEETINGS**

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

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

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

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

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

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

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

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

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

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

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

**42. STATE MEAL MANDATE**

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

**43. MONITORING**

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

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

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

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

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

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

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

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

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

### **45. STAFF QUALIFICATIONS**

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

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a



clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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 31<sup>st</sup> 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 (10<sup>th</sup>) 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 (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

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

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

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

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



**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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

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

**CONTRACTOR**

**LEA**

**McColgan and Associates, Inc.**  
**Nonpublic School/Agency**

**Elite Academic Academy – Lucerne**  
**LEA Name**

DocuSigned by:  
 By: Scott McColgan 6/9/2023  
 Signature Date  
 Scott McColgan Admin  
**Name and Title of Authorized Representative**

DocuSigned by:  
 By: Meghan Freeman 6/9/2023  
 Signature Date  
**Meghan Freeman – CEO**  
**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Scott McColgan Admin	<b>Name and Title</b> Meghan Freeman - CEO
<b>Nonpublic School/Agency/Related Service Provider</b> McColgan and Associates, Inc.	<b>LEA</b> Elite Academic Academy – Lucerne
<b>Address</b> 1760 Airline Hwy Suite F #217	<b>Address</b> 43414 Business Park Dr.
<b>City State Zip</b> Hollister ca 95023	<b>City State Zip</b> Temecula, CA 92590
<b>Phone Fax</b> 8315244220	<b>Phone Fax</b> 866-354-8302
<b>Email</b> scott@mccolganandassociates.com	<b>Email</b> mfreeman@eliteacademic.com

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

**Name and Title**  
 Michonne Taylor – SPED Administrative Assistant

**Address**  
 43414 Business Park Dr.

**City State Zip**  
 Temecula, CA. 92590

**Phone Fax**  
 951-583-1512

**Email**  
 mtaylor@eliteacademic.com

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: McColgan and Associates, Inc  
 The CONTRACTOR CDS NUMBER: 9900091

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

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

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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$143</u>	<u>Hourly</u>
<u>Adapted Physical Education (425)</u>	<u>\$140</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	<u>\$165</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$143</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$160</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>\$185</u>	<u>Hourly</u>
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	<u>\$200</u>	<u>Hourly</u>

<u>Specialized Vision Services (725)</u>	<u>\$185</u>	<u>Hourly</u>
<u>Orientation and Mobility (730)</u>	<u>\$185</u>	<u>Hourly</u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u>\$95</u>	<u>Hourly</u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u>\$95</u>	<u>Hourly</u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (no code)</u>	<u></u>	<u></u>

SAI Services \$95/hour  
IEP Meeting Attendance – same as service hourly rate



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2023-2024*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA ELITE ACADEMIC ACADEMY - LUCERNE

Contract Year 2023-2024

       Nonpublic School

X Nonpublic Agency

**Type of Contract:**

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

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

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

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

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**2023-2024**

**CONTRACT NUMBER: STS23-24LU**

**LOCAL EDUCATION AGENCY:** Elite Academic Academy – Lucerne

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Specialized Therapy Services, Inc.

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Elite Academic Academy – Lucerne, hereinafter referred to as the local educational agency (“LEA”), a member of the Desert Mountain Charter SELPA and Specialized Therapy Services, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

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

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by



CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

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

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

**20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

**EDUCATIONAL PROGRAM****21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

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

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

**22. GENERAL PROGRAM OF INSTRUCTION**

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

## **25. CALENDARS**

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

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

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

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

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

**26. DATA REPORTING**

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

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

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

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

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

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

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

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



- 1.any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
- 2.an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
- 3.an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- 4.an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- 5.restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- 6.locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- 7.an intervention that precludes adequate supervision of the individual;
- 8.an intervention that deprives the individual of one or more of his or her senses.

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

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

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

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

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

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

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

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

### **32. IEP TEAM MEETINGS**

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

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

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

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

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

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

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

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

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

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

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

**42. STATE MEAL MANDATE**

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

**43. MONITORING**

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

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

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

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

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

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

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

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

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

### **45. STAFF QUALIFICATIONS**

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

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a

clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

#### **47. STAFF ABSENCE**



When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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 31<sup>st</sup> 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 (10<sup>th</sup>) 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 (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

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

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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



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

**CONTRACTOR**

**LEA**

**Specialized Therapy Services, Inc.**  
**Nonpublic School/Agency**

**Elite Academic Academy – Lucerne**  
**LEA Name**

DocuSigned by:  
 By: Steve Oas 6/9/2023  
 Signature Date  
 Steve Oas Steve Oas, SLP  
**Name and Title of Authorized Representative**

DocuSigned by:  
 By: Meghan Freeman 6/9/2023  
 Signature Date  
**Meghan Freeman – CEO**  
**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Steve Oas Steve Oas, SLP	<b>Name and Title</b> Meghan Freeman - CEO
<b>Nonpublic School/Agency/Related Service Provider</b> Specialized Therapy Services, Inc.	<b>LEA</b> Elite Academic Academy – Lucerne
<b>Address</b> 4204 A Adams Ave	<b>Address</b> 43414 Business Park Dr.
<b>City State Zip</b> San Diego. CA 92116	<b>City State Zip</b> Temecula, CA 92590
<b>Phone Fax</b> 619 252 4557	<b>Phone Fax</b> 866-354-8302
<b>Email</b> steve@theoascenter.com	<b>Email</b> mfreeman@eliteacademic.com

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

<b>Name and Title</b> Michonne Taylor – SPED Administrative Assistant
<b>Address</b> 43414 Business Park Dr.
<b>City State Zip</b> Temecula, CA. 92590
<b>Phone Fax</b> 951-583-1512
<b>Email</b> mtaylor@eliteacademic.com

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Specialized Therapy Services, Inc.

The CONTRACTOR CDS NUMBER: 9900324

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

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

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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$100 / \$80-SLPA</u>	<u>Hourly</u>
<u>Adapted Physical Education (425)</u>	<u>\$90</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	<u>\$125</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$100 / \$87.50-COTA</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	<u>\$115</u>	<u>Hourly</u>
<u>Individual Counseling (510)</u>	<u>\$105</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>\$115</u>	<u>Hourly</u>
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	<u>\$185</u>	<u>Hourly</u>

<u>Specialized Vision Services (725)</u>	<u>\$135</u>	<u>Hourly</u>
<u>Orientation and Mobility (730)</u>	<u>\$135</u>	<u>Hourly</u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (no code)</u>	<u></u>	<u></u>

SAI Services \$85/hour  
IEP Meeting Attendance – same as service hourly rate



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2023-2024*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA ELITE ACADEMIC ACADEMY - LUCERNE

Contract Year 2023-2024

         Nonpublic School

X         Nonpublic Agency

**Type of Contract:**

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

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

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

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

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**2023-2024**

**CONTRACT NUMBER: CCES23-24LU**

**LOCAL EDUCATION AGENCY: Elite Academic Academy – Lucerne**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Charter’s Choice Educational Services**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Elite Academic Academy – Lucerne, hereinafter referred to as the local educational agency ("LEA"), a member of the Desert Mountain Charter SELPA and Charter’s Choice Educational 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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

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

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

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



- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## 20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## EDUCATIONAL PROGRAM

### 21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

### 22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

## **25. CALENDARS**

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

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

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

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

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

## **26. DATA REPORTING**

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

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

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

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

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

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

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

- 1.any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
- 2.an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
- 3.an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- 4.an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- 5.restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- 6.locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- 7.an intervention that precludes adequate supervision of the individual;
- 8.an intervention that deprives the individual of one or more of his or her senses.

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

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

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

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

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

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

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



mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

### **32. IEP TEAM MEETINGS**

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

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

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

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

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

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

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

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

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

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

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

**42. STATE MEAL MANDATE**

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

**43. MONITORING**

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

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

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

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

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

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

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

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

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

### **45. STAFF QUALIFICATIONS**

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

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a

clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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 31<sup>st</sup> 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 (10<sup>th</sup>) 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 (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

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

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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

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

**CONTRACTOR**

**LEA**

**Charter’s Choice Educational Services**  
**Nonpublic School/Agency**

**Elite Academic Academy – Lucerne**  
**LEA Name**

DocuSigned by:  
 By: Jane Hamilton 6/10/2023  
 Signature Date  
 Jane Hamilton Director  
**Name and Title of Authorized Representative**

DocuSigned by:  
 By: Meghan Freeman 6/9/2023  
 Signature Date  
**Meghan Freeman – CEO**  
**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Jane Hamilton Director	<b>Name and Title</b> Meghan Freeman - CEO
<b>Nonpublic School/Agency/Related Service Provider</b> Charter’s Choice Educational Services	<b>LEA</b> Elite Academic Academy – Lucerne
<b>Address</b> 2390 Crenshaw Blvd, 534	<b>Address</b> 43414 Business Park Dr.
<b>City State Zip</b> Torrance Ca 90501	<b>City State Zip</b> Temecula, CA 92590
<b>Phone Fax</b> 323-205-5034 424-338-6292	<b>Phone Fax</b> 866-354-8302
<b>Email</b> jhamilton@charterschoice.com	<b>Email</b> mfreeman@eliteacademic.com

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

**Name and Title**  
 Michonne Taylor – SPED Administrative Assistant

**Address**  
 43414 Business Park Dr.

**City State Zip**  
 Temecula, CA. 92590

**Phone Fax**  
 951-583-1512

**Email**  
 mtaylor@eliteacademic.com



**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Charter’s Choice Educational Services

The CONTRACTOR CDS NUMBER: 9900963

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

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

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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$130 / \$95-SLPA</u>	<u>Hourly</u>
<u>Adapted Physical Education (425)</u>	<u>\$130</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	<u>\$175</u>	<u>Hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$130</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$130 (DIS) / \$135 (ERMHS)</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

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

SAI Services \$110/hour  
IEP Meeting Attendance – same as service hourly rate



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2023-2024*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA ELITE ACADEMIC ACADEMY - LUCERNE

Contract Year 2023-2024

         Nonpublic School

X         Nonpublic Agency

**Type of Contract:**

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

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

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

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

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**2023-2024**

**CONTRACT NUMBER: TSW23-2LU**

**LOCAL EDUCATION AGENCY:** Elite Academic Academy – Lucerne

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** TSW Therapy, Inc.

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Elite Academic Academy – Lucerne, hereinafter referred to as the local educational agency (“LEA”), a member of the Desert Mountain Charter SELPA and TSW Therapy, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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



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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

**6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).



CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## 20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## EDUCATIONAL PROGRAM

### 21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### 22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children’s Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student’s ISA developed in accordance with the student’s IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student’s IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student’s ISA developed in accordance with the student’s IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

- 1.any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
- 2.an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
- 3.an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- 4.an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- 5.restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- 6.locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- 7.an intervention that precludes adequate supervision of the individual;
- 8.an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In



the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

**41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**42. STATE MEAL MANDATE**

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

**43. MONITORING**

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a

clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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 31<sup>st</sup> 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 (10<sup>th</sup>) 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 (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 3 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**TSW Therapy, Inc.**  
**Nonpublic School/Agency**

**Elite Academic Academy – Lucerne**  
**LEA Name**

DocuSigned by:  
 By: Molly Cote 6/12/2023  
 Signature Date  
 Molly Cote CEO

DocuSigned by:  
 By: [Signature] 6/9/2023  
 Signature Date  
 [Signature] 06BF5494...

**Name and Title of Authorized Representative**

**Meghan Freeman – CEO**  
**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Molly Cote CEO	<b>Name and Title</b> Meghan Freeman - CEO
<b>Nonpublic School/Agency/Related Service Provider</b> TSW Therapy, Inc.	<b>LEA</b> Elite Academic Academy – Lucerne
<b>Address</b> 22891 Cedarspring	<b>Address</b> 43414 Business Park Dr.
<b>City State Zip</b> Lake Forest, CA 92630	<b>City State Zip</b> Temecula, CA 92590
<b>Phone Fax</b> 949-322-7289 N/A	<b>Phone Fax</b> 866-354-8302
<b>Email</b> molly@tswtherapy.com	<b>Email</b> mfreeman@eliteacademic.com

**Additional LEA Notification  
 (Required if completed)**

<b>Name and Title</b> Michonne Taylor – SPED Administrative Assistant
<b>Address</b> 43414 Business Park Dr.
<b>City State Zip</b> Temecula, CA. 92590
<b>Phone Fax</b> 951-583-1512
<b>Email</b> mtaylor@eliteacademic.com

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: TSW Therapy, Inc.

The CONTRACTOR CDS NUMBER: 9900451

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>\$132.50</u>	<u>Hourly</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$132.50</u>	<u>Hourly</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____



<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (no code)</u>		

IEP Meeting Attendance – same as service hourly rate



## MEMORANDUM OF UNDERSTANDING

### RECITALS

WHEREAS, Elite Academic Academy - Lucerne (“EAA-L”) is a public non-classroom based charter school specializing in providing comprehensive academic virtual/blended programs to students in grades TK-12 and is authorized to operate pursuant to a charter granted by Lucerne Valley Unified School District;

WHEREAS, Downey Unified School District (“DUSD”) is a public school district; and,

WHEREAS, EAA-L and DUSD wish to collaborate with respect to providing a grades 6-12 virtual blended A-G NCAA compliant academic program to DUSD students.

### AGREEMENT

1. Recitals. The parties agree that the recitals set forth above are true and are incorporated as essential terms of this Addendum.
2. Educational Program to be Provided by EAA-L.
  - (a) EAA-L shall operate a comprehensive grades TK-12 virtual/blended A-G NCAA compliant educational program (the “Program”) for all DUSD students who wish to enroll (the “Enrolled Students”).
    - i.) Only Grades 6-12 will be offered for the 2023-2024 school year
    - ii.) Additional grades may be offered upon mutual written agreement by both parties.
  - (b) EAA-L shall be responsible for providing all staff needed to operate the Program.
3. DUSD Obligations.
  - (a) DUSD shall provide to EAA-L classroom space for purpose of the Program, not less than two (2) days per week. In using the DUSD classroom space, EAA-L shall comply with all DUSD policies concerning same.
  - (b) All Enrolled Students shall be eligible to participate in the DUSD lunch program and DUSD. EAA-L shall pay to the District, in connection therewith, \$6.00 per day per Enrolled Student participating in DUSD’s lunch program within thirty (30) days of receiving invoicing from DUSD.
  - (c) All Enrolled Students shall be eligible to participate in DUSD student clubs, CIF approved sports programs, dance programs and community-based programs.

- (d) DUSD shall send EAA-L a list of referred students to be enrolled in the Program no later than June 30 of the year preceding the academic year in which the referred DUSD students shall be enrolled in the Program commencing in August of the enrolled year.

#### 4. Compensation

(a) EAA-L shall enroll all DUSD students referred by DUSD for participation in the Program and EAA-L shall be entitled to claim 100% of the Average Daily Attendance for all Enrolled Students.

(b) EAA-L shall pay to DUSD 15% of the annual Average Daily Attendance collected for Enrolled Students for the 2023-2024 academic year. The parties shall meet and confer in good faith regarding the percentage to be paid by EAA-L to DUSD in subsequent academic years in which this MOU remains in effect. If the parties are unable to reach agreement, either party may terminate this MOU without any additional cause. With respect to DUSD Special Education Enrolled Students, EAA-L shall retain 100% of the Average Daily Attendance and shall not be obligated to pay any portion of said Average Daily Attendance to DUSD.

i) Referred DUSD students who continue to enroll with EAA-L after the 2023-2024 school year will continue to be eligible for the annual compensation listed in sections (a) and (b) above until such time that they dis-enroll or graduate whatever comes first.

ii.) Students who come directly to EAA-L and are not on DUSD's referred list will not be eligible for the funding stated above in sections (a) and (b)

iii) DUSD Students who only attend EAA-L's first learning period that starts July 1st and runs for five weeks are not eligible for compensation ins sections (a) and (b) above.

(c) Any amounts due from EAA-L to DUSD pursuant to this MOU shall be paid within forty-five (45) days of P2 certification and prior to June 30 of each year this MOU remains in effect.

(d) To assist with DUSD budgeting, EAA-L shall provide to DUSD the number of projected DUSD students enrolled in the Program prior to P1 and P2 each year on a specified date agreed to by the parties.

#### 5. Term and Renewal.

This MOU shall commence as of August 15, 2023 and shall continue in effect for the 2023-2034 academic year (the "Term") and shall be automatically renewed for successive additional academic years (the "Renewal Terms") unless either party gives the other written notice of termination (for cause or no-cause at all) by no later than May 31 of the preceding academic year. This MOU shall automatically terminate in the event that EAA-L shall become

non-operational for any reason, including non-renewal of its charter or in the event that any governmental agency terminates EAA-L's ability to operate or perform under this MOU.

6. EAA-L Independence. Notwithstanding anything set forth herein, EAA-L shall at all times operate the Program independently of DUSD and shall make all decisions, including academic and operational decisions, pertaining to operation of the Program.

7. Miscellaneous.

(a) The parents or guardians of students seeking to be enrolled in the Program shall complete a Google survey document confirming their interest in the Program. Based thereon, DUSD shall prepare a list of interested students for each upcoming academic year. EAA-L shall then provide to said parents/guardians a consent form for execution indicating their consent for enrollment of their child/ward in the Program and consenting to the sharing of CalPads information as necessary for enrollment and attendance. DUSD staff shall assist EAA-L staff with the exportation of student data as necessary to fulfill the provisions of this MOU.

(b) Parents of Enrolled Students shall furnish to EAA-L updated proofs of student residency as required by all applicable independent study audit guidelines.

(c) Each party to this MOU shall be responsible for providing equipment and materials necessary for each to fulfill its obligations under this MOU.

(d) Each party shall maintain any permits, licenses and certifications necessary for each to fulfill its obligations under this MOU.

(e) EAA-L shall include the Program in its annual independent audit and shall furnish the results of such audits to DUSD upon request.

(f) Each party shall indemnify and hold the other party harmless from and against any claims, liabilities, damages, costs and expenses, including attorneys' fees, arising out of its breach of this MOU and/or negligent acts with respect to the matters referred to herein and the Program, generally.

8. Conformity with Applicable Law. In providing all services under this MOU, the parties shall abide by all applicable Federal, State, and local statutes, ordinances, rules, regulations, and standards, as well as the applicable standards and requirements imposed upon EAA-L and DUSD by Federal and/or State agencies providing funding to EAA-L for the purchase of supplemental services.

9. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California.

Dated: \_\_\_\_\_

Elie Academic Academy – Lucerne

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Downey Unified School District

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DRAFT

## MEMORANDUM OF UNDERSTANDING

### RECITALS

WHEREAS, Elite Academic Academy - Lucerne (“EAA-L”) is a public non-classroom based charter school specializing in providing comprehensive academic virtual/blended programs to students in grades TK-12 and is authorized to operate pursuant to a charter granted by Lucerne Valley Unified School District;

WHEREAS, Downey Unified School District (“DUSD”) is a public school district; and,

WHEREAS, EAA-L and DUSD wish to agree upon the terms and conditions upon which EAA-L students may enroll in DUSD grades 6-12 courses;

### AGREEMENT

1. Recitals. The parties agree that the recitals set forth above are true and are incorporated as essential terms of this MOU.

2. EAA-L Student Enrollments in DUSD Courses.

(a) During the term of this Memorandum of Understanding (this “MOU”), no later than 60 days prior to the commencement of each DUSD semester, DUSD shall advise EAA-L of those DUSD on-site courses available for EAA-L student enrollment.

(b) 6-12 grade EAA-L students shall be limited to two (2) DUSD classes per semester with approval from a DUSD student counselor, to be provided no less than four (4) weeks prior to commencement of the DUSD semesters to ensure space availability and alignment with the EAA-L students’ four (4) year plans.

(c) In the event any EAA-L student participating in DUSD courses pursuant to this MOU elects to transfer to full-time enrollment at DUSD, EAA-L and DUSD student counselors shall collaborate with respect to advising any such students of graduation requirements and any impact upon said students’ four (4) year plan.

3. DUSD Course Credit and Grades. At the conclusion of each semester, DUSD instructors shall make recommendations concerning course credit and grades for EAA-L students enrolled in DUSD courses pursuant to this MOU which recommendations shall be adopted by EAA-L.

4. Fees. For all EAA-L students enrolled in DUSD on-site courses, EAA-L shall pay to DUSD \$300.00 per student per on site DUSD course with a maximum of four (4) courses per year (\$1,200 per student). EAA-L shall pay all amounts due no later than June 30 of academic year.

5. ADA. EAA-L shall collect 100% of the Average Daily Attendance for each student enrolled in DUSD courses pursuant to this MOU. DUSD shall be entitled only to the fee set forth in section 4, hereinabove.

6. DUSD Policies. EAA-L students enrolled in DUSD on-site courses as provided for in the MOU, shall comply with all DUSD policies including those related to attendance and student conduct and shall be subject to any disciplinary actions implemented by DUSD in accordance with said student policies.

7. Term and Renewal. This MOU shall commence as of August 15, 2023 and shall continue in effect for the 2023-2034 academic year (the “Term”) and shall be automatically renewed for successive additional academic years (the “Renewal Terms”) unless either party gives the other written notice of termination (for cause or no-cause at all) by no later than May 31 of the preceding academic year. This MOU shall automatically terminate in the event that EAA-L shall become non-operational for any reason, including non-renewal of its charter or in the event that any governmental agency terminates EAA-L’s ability to operate or perform under this MOU.

8. Cooperation. DUSD and EAA-L staff shall cooperate with respect to the transfer of student information and other information as necessary to carry out the terms and purposes of this MOU.

9. Indemnity. Each party shall indemnify and hold the other party harmless from and against any claims, liabilities, damages, costs and expenses, including attorneys’ fees, arising out of its breach of this MOU and/or negligent acts with respect to the matters referred to herein, generally.

10. Conformity with Applicable Law. In performing their obligations arising under this MOU, the parties shall abide by all applicable Federal, State, and local statutes, ordinances, rules, regulations, and standards, as well as the applicable standards and requirements imposed upon EAA-L and DUSD by Federal and/or State agencies providing funding to EAA-L for the purchase of supplemental services.

11. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California.

Elie Academic Academy – Lucerne

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

Its: \_\_\_\_\_

Downey Unified School District

Dated: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Its: \_\_\_\_\_



DRAFT



**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
LUCERNE VALLEY UNIFIED SCHOOL DISTRICT AND  
ELITE ACADEMIC ACADEMY-LUCERNE  
ADDENDUM**

Effective 7/1/2023-6/30/2025 of 6/30/2026

The governing board of the Lucerne Valley Unified School District ("District") granted a charter petition ("Charter") to the Elite Academic Academy-Mountain Empire ("Charter School") as operated by Elite Academic Academy Charter Schools, Inc. pursuant to the terms of the Charter Schools Act of 1992, as amended, on DATE (attached).

**PURPOSE OF THIS ADDENDUM**

- A. Update the terms of the MOU (which is set to terminate June 30, 2023).
- B. Update the Insurance section of the MOU.

**TERM**

The MOU (valid for the term of the Charter granted to Charter School, from July 1, 2018 through June 30, 2023) will now be extended until June 30, 2025 as a result of AB130's approval due to the pandemic. The term may also be extended if the governor signs into law SB739 during this 2023 fiscal year. If SB739 passes and the extension is explicitly granted by the state, this addendum will allow for an automatic extension of the term to June 30, 2026.

This MOU may be modified or terminated, or replaced with the written mutual consent of the governing bodies of the District and the Charter School.

This MOU is automatically terminated if the Charter School's charter is revoked or non-renewed in compliance with Education Code Section 47604.5 or 47607, or rescinded by the Charter School.

**INSURANCE AND RISK MANAGEMENT**

The Charter School shall purchase and maintain in full force and effect at all times during the term of the Charter insurance in such amounts and types as provided to the District's risk manager and as specified Section XII of the original MOU (attached) with the exception of the **Corporal Punishment** endorsement. This endorsement is not required, as insurance carriers no longer provide this coverage.

All other elements of the original MOU (attached) remain in full force and effect, and are not changed based on this addendum.

IN WITNESS WHEREOF, the parties hereto execute this MOU.

LUCERNE VALLEY UNIFIED  
SCHOOL DISTRICT ELITE  
ACADEMIC ACADEMY-  
SCHOOL DISTRICT  
LUCERNE

By \_\_\_\_\_

By \_\_\_\_\_

# Parent/Student Handbook

## 2023-2024

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**Elite Academic Academy Charter Schools**

[www.eliteacademic.com](http://www.eliteacademic.com)

\*Please note that this document may be updated periodically. Parents/Guardians will be notified of changes.

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Dear Student and Parent/Guardian(s),

Welcome to Elite Academic Academy (“Elite Academic Academy” or “EAA”)! We are so excited to share in this educational journey with you! This handbook outlines what it is to #BeElite and gives some insight into Elite Academic Academy’s mission and vision. Please review the contents of this handbook, sign the acknowledgment page, return it to your student’s Elite Educator, and keep the handbook accessible for future reference.

Elite Academic Academy was founded in 2018. It is a FREE PUBLIC Personalized Learning Charter School. We are here to provide students and families with the option of flexible personalized learning environments with superior education! We provide students not only with rigorous curriculum options but also with amazing enrichment opportunities! This includes our Elite Athletic Academy, Visual and Performing Arts Academy (VAPA), and Career Technical Education courses. Our vast selection of courses and support academies offers students the opportunity to prepare for college and careers, all while capturing the essence of 21st Century skills.

Our vision at Elite Academic Academy is to create an opportunity for flexible learning so that our students can celebrate their diversity within our superior learning environments. This environment and empowerment will allow our students to gain the necessary skills to achieve long-term educational, professional, and personal goals and dreams! We want all students to #BeElite and EAA allows students to find their interests and strengths, and make those connections through experience.

EAA faculty are eager to serve your child and foster a lifetime experience of discovery, learning, nurturing diversity, and fun! We look forward to working with you as a team to help each Elite Academic Academy student meet their individualized goals throughout the school year!



Best Regards,

Elite Academic Administration

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## **About Elite Academic Academy**

### **Charter Authorizers**

Elite Academic Academy Charter Schools is a program authorized by the Lucerne Valley Unified School District and the Mountain Empire Unified School District.

### **Mission Statement**

Elite Academic Academy (EAA) is the premier independent study educational option with the goal of ensuring college, vocational, and workforce readiness from all of our graduates. We believe learning best occurs in flexible, personalized environments for students who need individualized learning and/or choose not to attend traditional brick and mortar schools.

Elite Academic Academy enables students to become literate, self-motivated, lifelong learners by creating a safe, multicultural student-centered environment where they are held to high academic and behavioral standards. EAA provides high-quality and rigorous standards through traditional and virtual curriculum options. We also provide unique academies emphasizing Elite Athletic Training, Visual and Performing Arts (VAPA), and Career Technical Education (CTE) opportunities to ensure our students graduate ready for the 21st-century workforce.

### **Vision**

Elite Academic Academy harnesses the power of flexible learning environments to provide a superior education for our students. Working with all stakeholders, we will create a personalized learning environment to enable each student to gain the skills necessary to achieve their long-term educational, professional, and personal goals and dreams.

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## About Independent Study

### Independent Study Policy

Elite Academic Academy (Charter School) shall offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education program designed to teach the knowledge and skills of the California core curriculum system. Elite Academic Academy shall provide appropriate services and resources to enable pupils to complete their independent studies successfully.

A school district or county office of education (or charter school) may not be eligible to receive apportionments for independent study by pupils unless it has adopted policies and has implemented those policies. The following written policies have been adopted by the Board for implementation at the Charter School:

1. For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be thirty-five (35) school days.
2. An evaluation will be conducted to determine whether it is in the best interest of the pupil to remain in Independent Study if the pupil misses three (3) assignments and/or in the event the pupil's educational performance falls below satisfactory levels as determined by whether or not:
  - The pupil's achievement and engagement in the independent study program fulfills the standards indicated by the pupil's performance on applicable pupil level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.
  - The pupil is completing assignments, assessments, or other indicators that serve as evidence that the pupil is working on assignments.
  - The pupil is learning required concepts, as determined by the supervising teacher.
  - The pupil is progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

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A written record of the aforementioned findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation, and if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School will provide content to pupils aligned to grade-level standards that is substantially equivalent to in-person instruction. For high school pupils, this includes access to all courses offered by the Charter School for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria.
4. The Charter School will implement procedures for tiered re-engagement strategies for the following pupils:
  - All pupils who are not generating attendance for more than 10 percent of the required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar; or
  - All pupils found not participatory in synchronous instructional offerings for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
  - All pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

Tiered re-engagement strategies shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- Verification of current contact information for each enrolled pupil.
- Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
- Creation of a plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
- Scheduling of a pupil-parent-educator conference (a meeting involving all individuals who signed the pupil's written independent study agreement) to review the pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with

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the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

5. Based on each pupil's grade level, the Charter School will offer synchronous instruction defined as classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by a teacher or teachers of record for that pupil pursuant to Section 51747.5. Opportunities for synchronous instruction and/or daily live interaction will be offered at least as frequently as set forth below:

- For pupils in transitional kindergarten through grade 3, inclusive, the school will offer pupils opportunities for daily synchronous instruction for all pupils throughout the school year.
- For pupils in grades 4 through 8, inclusive, the school will provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.
- For pupils in grades 9 through 12, inclusive, the school will provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year.

"Live interaction" means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

The Charter School will document each pupil's participation in live interaction and synchronous instruction on each school day for which these are provided as part of the independent study program. A pupil who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day for purposes of pupil participation reporting and tiered re-engagement.

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6. In the event a family decides to return to in-person instruction, within five (5) instructional days, the school will provide the family with a transitional plan including, but not limited to, resources such as contact information for their school of residence, other classroom-based educational opportunities, and wellness support.
  7. A requirement that a current written agreement for each independent study pupil shall be maintained on file including all legal requirements.

### **Master Agreement**

A fully executed legally compliant written independent study agreement (Master Agreement) is required for each student prior to the student’s attendance start date with EAA. This agreement shall be signed by the student, the parent/guardian/caregiver, the Elite Educator, and the certificated employee designated as having responsibility for the special education programming of the student, if applicable. The agreement will list the student’s courses and credits or other measures of academic accomplishment, the manner, time, frequency, and place for submitting the student’s assignments, the objectives and methods of study, methods of evaluation, and specific resources, and the duration of the agreement. The Elite Educator will prepare this agreement prior to the student’s first enrollment date with EAA and will send it out via email to the student and parent/guardian/caregiver for electronic signatures. Students must sign their own signature on the master agreement. We recommend the use of the electronic signature by all individuals.

### **Attendance**

Students must be engaging in and completing school work every day. The chart below shows the required minutes \* per year for the various grade levels.

<b>Charter School Required Number of School Days</b>	<b>Required Minutes</b>
175	TK-K: 36,000 1-3: 50,400 4-8: 54,000 9-12: 64,800

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\* See your specific program for details.

### **Elite Educator (Teacher of Record)**

At Elite Academic Academy, emotional and academic student success is our focus; therefore, building positive relationships is our priority. The first step to building a positive teacher student relationship is through an Elite Educator (who is a credentialed teacher). An Elite Educator offers a sense of community and belonging. This teacher will be with the Elite student throughout their experience with EAA to continuously support students, pass along general announcements, and work with parents to bridge student success. The Elite Educator will be the teacher of record who is responsible for maintaining all student records.

### **Parent Involvement**

Parent support\* is vital in ensuring student success. The role of a parent at Elite Academic is as follows:

1. Respond to the school's communication in a timely manner.
2. Provide all required documentation for continued enrollment such as proof of residency.
3. Have students attend and complete all mandated school assessments.
4. Attend IEP/504 meetings (if applicable).
5. Provide any necessary documentation and information to the school in order to record attendance in accordance with applicable law. This includes signing the Learning Log documents promptly.

\* See specific program for more details.

### **Communication**

Communication is key for student success. Families, students, Elite Educators, counselors, administration, and school support staff are expected to communicate frequently to ensure student academic, social, and emotional growth.



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## **Contact Information**

A valid and working email account and phone number is required for all parents. If a parent/guardian's email address, mailing address, or phone number changes, the information must be updated with the Admissions team. Please keep your Elite Educator informed of any changes in your contact information.

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## **Academics**

### **Academic Progress**

Our primary objective at Elite Academic Academy is to ensure that each student not only grasps the material presented but also acquires skills vital to their ongoing education and future success. Consistent practice and application of knowledge is crucial for effective learning.

Adequate academic progress is required each learning period and is determined by the quality and amount of work done in the student's courses. Adequate progress is determined by work toward learning period goals as developed by the student and Elite Educator.

If a teacher needs additional assignments or information to evaluate a student's understanding or progression towards academic success, the teacher will connect with the student to determine the best next steps.

If it is determined that adequate academic progress is not being made, the following may be some of the supports provided to the student:

1. Weekly support sessions with their Elite Educator and/or Content Teacher(s)
2. Academic support sessions through Elite's Learning Labs.
3. Change of course or change of program placement
4. Online supplemental supports such as iReady, Aleks, Freckle, and/or Fast ForWord.

### **Academic and/or Attendance Concerns**

To ensure successful and continuous enrollment at Elite Academic Academy, a student must keep scheduled appointments, engage in educational activities each school day, and complete all assignments by the due dates. Attendance and academic progress are measured by work completion and daily educational engagement.

The following are the criteria for what Elite Academic Academy defines as satisfactory educational progress of each pupil:

- 
- The student's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.
  - The student is completing assignments, assessments, or other indicators that serve as evidence that the pupil is working on assignments.
  - The student is learning required concepts, as determined by the supervising teacher.
  - The student is progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

Failing to adhere to the aforementioned academic standards will evoke the consequences outlined in the Independent Study Policy and including a placement review and possible withdrawal from the program.

The Charter School will implement procedures for tiered re-engagement strategies for the following pupils:

1. All pupils who are not generating attendance for more than 10 percent of the required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar; or
2. All pupils found not participatory in synchronous instructional offerings for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
3. All pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

Tiered re-engagement strategies shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

1. Verification of current contact information for each enrolled pupil.
2. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
3. Creation of a plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.

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- Scheduling of a pupil-parent-educator conference (a meeting involving all individuals who signed the pupil's written independent study agreement) to review the pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

## School Calendar

Please see the Elite Academic Academy Parent Portal for our up-to-date calendars and important resources to support your child: <https://www.eliteacademic.com/parent-portal/>

## Eite Student Awards

### Elementary (TK-5th)

Teachers of Record will choose two students from their roster each semester to honor for the named award.

#### Social and Emotional Learning Awards

<b>E</b>	<b>Elite Kindness Award</b>	Demonstration of exceptional generosity.
<b>L</b>	<b>Leadership Award</b>	Demonstration of leadership characteristics and involvement in the school and community.
<b>I</b>	<b>Integrity Award</b>	Demonstrates and values feedback from others and accepts personal responsibility & change.
<b>T</b>	<b>Thoughtful Award</b>	Shows consideration for the needs of others.
<b>E</b>	<b>Excellent Effort Award</b>	Demonstrates greatness in academic excellence, leadership and engagement, and innovation.

#### Academic Awards

<b>Reading Rockstar Award</b>	Demonstrates academic excellence in reading.
<b>Writing Wizard Award</b>	Demonstrates academic excellence in writing.
<b>Math Magician Award</b>	Demonstrates academic excellence in math.

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<b>Honor Roll (Grades 3-5)</b>	Students who earn all 3's and 4's (as determined by the grade reporting system) on their report card for the semester.
<b>Eli the Eagle High Honors (Grades 3-5)</b>	Students who earn all 4's (as determined by the grade reporting system) for the semester.

### **Middle School (6th - 8th)**

Awards will be determined by the student's semester grades.

<b>Honors with Distinction</b>	Students who earn an unweighted GPA of 4.0 or above for each semester.
<b>High Honor Roll</b>	Students who earn a 3.5-3.9 (as determined by the grade reporting system) on their report card for the semester.
<b>Honor Roll</b>	Students who earn a 3.0-3.49 (as determined by the grade reporting system) on their report card for the semester.

### **High School (9th - 12th Grade)**

Awards will be determined by the student's semester grades.

<b>Honors with Distinction</b>	Students who earn an unweighted GPA of 4.0 or above for each semester.
<b>High Honor Roll</b>	Students who earn an unweighted GPA of 3.5-3.9 each semester.
<b>Honor Roll</b>	Students who earn an unweighted GPA of 3.0-3.49 each semester.

### **Portrait of a Graduate Awards (6th - 12th Grade)**

Teachers of Record will choose two students from their roster (one Middle School and one High School) each semester to honor for the named award.

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<b>Critical Thinker Award</b>	Uses critical and creative thinking skills to analyze and take responsible action on complex problems.
<b>Compassionate Award</b>	Shows empathy, compassion and respect with a commitment to service, and acts to make a positive difference in the lives of others.
<b>Communicator Award</b>	Expresses themselves confidently and creatively and actively listens carefully to the perspectives of other individuals and the group.
<b>Curious Award</b>	Demonstrates skills for inquiry and research, learns independently and with others with enthusiasm and a love of learning.
<b>Creative Award</b>	Demonstrates the ability to create new ideas through the use of imagination, innovation, and experiences.
<b>Collaborator Award</b>	A natural team player who is understanding, people-oriented, and contributes to a culture of teamwork.

## Transcripts

Transcripts are available by request via email, website, or the eTranscript service, Parchment. Transcripts sent and received between EAA and other institutions are considered official records of course completion. Transcripts sent and received through any other means are considered unofficial and must be checked for validity against an official transcript.

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## Tk-8th Grade Academics

### Report Cards

Traditional report cards are meant to show parents how students are progressing toward meeting grade-level standards and expectations. Report Cards are each given two times per academic school year, at the end of each semester.

### Grades TK-5

Students in grades TK-5 receive a 1-4 rating.

4	Above Grade Level
3	At Grade Level
2	Approaching Grade Level
1	Below Grade Level

### Grades 6-8

Student course grades are determined by student performance on assessments , activities and assignments, participation, quizzes, exams, and projects. Cumulative grade point averages (GPA) are determined by course letter grades using the below scale:

Letter Grade	Percent Grade	Grade Point
A+	97-100	4.0
A	93-96	4.0
A-	90-92	3.7
B+	87-89	3.3
B	83-86	3.0
B-	80-82	2.7
C+	77-79	2.3

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C	73-76	2.0
C-	70-72	1.7
D+	67-69	1.3
D	65-66	1.0
F	Below 65	0.0

### **Promotion Ceremonies for K, 5th, and 8th Grade**

Promotion ceremonies are an exciting time for Elite staff, students, and families! Promotion ceremonies take place once a year at the end of the school year at various locations and/or online. Students and parents will be notified of promotion locations, dates, and times in ample time for planning.

### **Grade Level Retention & Advancement/Acceleration**

Provisions for successful student progress toward identified benchmark expectations in meeting the California Content Standards shall be made by offering educational experiences of increasing complexity.

Each student's Academic Learning Plan shall be an integral part of the educational experience; providing students in need with the appropriate prevention, early intervention, remediation, and ongoing assessment and support services to help ensure success.

Decisions on the grade placement of students shall be based on academic performance and analysis of appropriate student data within a standards-based education system.

Factors to be weighed in the decision for grades K-8 include:

1. Achievement is demonstrated by academic performance and successful progress in meeting identified benchmarks as specified in the California Common Core Standards.
2. Multiple student data sources and supporting evidence including, but not limited to:
  - a. Report card and General Learner Outcomes ratings;
  - b. School assessments;
  - c. Cognitive testing;



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- d. Student portfolios;
  - e. Student performance on the CAASPP; and
  - f. Student progress on an Individualized Education Program (IEP).

Should the decision regarding promotion/retention/acceleration of a student be in question, the final decision of placement will be made by the Educational team upon completion of an SST and review of documentation and recommendation of the student's teacher(s) and in consultation with parents, and may include:

1. Promotion – placement in the next succeeding grade.
2. Conditional promotion – placement in the next succeeding grade with reservation.
3. Retention – placement in the same grade.
4. Acceleration – placement in a grade higher than the next succeeding grade.

### **Grade Level Retention**

1. There can only be one retention for children grades K-8.
2. Parents have the right to voluntary retention one time in a child's K-6 career and must complete this board-approved waiver. This form can only be completed using DocuSign, and will NOT be accepted prior to a meeting with parents.
3. Currently enrolled students in grades 7-8 can only be retained for primarily academic purposes as deemed throughout the SST process.
4. Parents must attend an SST and be given research and literature on the benefits and risks both academically and socially for retention.
5. Students must have an academic plan in place to support continued growth.
6. Students being recommended for retention may need to complete at least two months of intervention using Fast ForWord or a designated program before retention is approved
7. Voluntary Retention is not a part of the enrollment process. Retention is something that must be discussed with the academic team AFTER enrollment has been completed.
8. Parents may appeal retention to the CEO or designee with their decision being final.

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9. Students who have been retained once and are still experiencing academic difficulty should be referred to a Student Study Team, to ensure appropriate supports and services are in place for student success.
  10. If a student has an IEP, retention would be an IEP team decision.
  11. Retention/Promotion meetings take place in May (Year Round) and August (Traditional) each school year for the next year placement.
  12. If a student is newly enrolled, and parents bring up a concern, a SST the meeting will take place within the first two weeks of enrollment as long as that enrollment is before October 31st. Enrollment after October 31st will lead to retention for the following school year.
  13. Students must be enrolled in their current grade level upon enrollment.
  14. Mid- year retentions are not permitted.

### **Acceleration/Advancement**

This procedure is used when a request is made for a child to be placed in one or more grade levels above the next sequential grade, otherwise known as “double promoted.”

Identification of children for advancement is through parent referral, Teacher of Record, and/or Academy Director.

Children are first provided enrichment and acceleration activities within the regular curriculum to differentiate and appropriately challenge their giftedness. On occasion, a child is so advanced intellectually, physically, socially, and emotionally that a grade advancement/double promotion is requested by a parent and/or recommended by staff.

Once a child has been identified as a potential candidate, the Academy Director explains the assessment process to the parent.

1. Academy Director arranges for an initial SST meeting to determine if a more intense response to the current curriculum and enrichment activities is necessary. Participants share observations and review test data on reading, writing, and mathematics, as well as the current curriculum to understand the child’s intellectual, achievement, and social/emotional development level and needs. Participants include the Academy Director, parent, Teacher of Record, School

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Counselor (if middle or high school student), and Special Education representative. Other team members may include the content teacher, school psychologist, speech/language pathologist, social worker or other people of interest. If the team concludes that the current curriculum meets the student's needs, no additional steps are required at this time. The Teacher of Record continues to monitor the child's progress to continue providing appropriate enrichment as needed. If the team seeks more information, these next steps are followed.

2. The SST team recommends a battery of assessments to be completed by staff. The process concludes when any measure does not meet Double Promotion criteria.
  - a. Above Grade-Level iReady assessment in alignment with the grade level the student will be moved into. For example, if a sixth-grade student is being considered to move to seventh grade at the start of the second semester, the child should show the proficiency of seventh grade, semester 1 concepts on iReady assessments.
  - b. Elite's contracted School Psychologist administers the WISC-V Wechsler Intelligence Scale for Children test (WISC®-V), an intelligence test that measures a child's intellectual ability including the cognitive domains that impact performance. If the child meets the cognitive/ability score requirement, further academic and social-emotional assessments are considered.
  - c. Once data is collected, the Academy Director meets with the SST team and parents to determine student eligibility for double promotion. Each professional reports assessment results and observations. Criteria for Double Promotion are clearly stated and adhered to during the meeting.
  - d. If the student's performance meets requirements and the various factors have been seriously considered with satisfaction, support for Double Promotion is warranted. In that case, parents make the ultimate decision. If the recommendation is for the child to remain in the current grade level or not to be promoted, the team and parents discuss options for enrichment and/or differentiation opportunities, as needed.

The School Counselor verifies the decision in a letter to the parents and places a copy in the child's school records.

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## **Middle School Students Enrolling in High School Courses**

Middle School students in grades 6-8, may enroll in high school level classes in both world language and mathematics as part of their middle school coursework with approval from both the school counselor and the Academy Director. Middle school students will need to show advanced academic progress in coursework, and for high school math course enrollment, iReady proficiency scores in mathematics.

The course of study taken at the middle school is comparable to those same courses which are taken at the high school level; however, no high school credit will be granted for these courses taken in middle school. Students who are designated as double advanced and/or gifted according to state and local tests may be eligible for highschool credits. This would be determined on a case by case basis by an SST team comprised of a School Psychologist, School Counselor, Academy Director and in alignment with our grade level promotion policy. For students exiting Elite Academic Academy, the course and grade may be entered on the high school transcript, but under no circumstance will the grade be calculated into the student's high school GPA.

## **Middle School Advanced Placement**

This policy also applies to students in middle school who take advanced placement courses at the high school. Enrollment in these courses is on a space-available basis with the approval of both the Academy Director and school counselor.

## **Middle School Concurrent Enrollment**

Middle school students in grades 6-8 may enroll in two community college courses each semester as part of an advanced academic option with the approval of the school counselor and the Academy Director while also taking a minimum of four Elite Academic Academy classes; However, Community College courses will not be counted toward high school graduation credits. Students who are designated as double advanced and/or gifted according to state and local tests may be eligible for high school credits. This would be determined on a case by case basis by an SST team comprised of a School Psychologist, School Counselor, Academy Director and in alignment with our grade level promotion

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policy. For students exiting Elite Academic Academy, the course and grade may be entered on the high school transcript, but under no circumstance will the grade be calculated into the student's high school GPA.

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## **High School Academics**

### **Earning High School Credits**

EAA awards five credits per course, per semester. High school students are expected to be enrolled in a minimum of 30 units per semester; 230 credits are required to graduate. To earn credit for a course, a student must earn a grade of D (65%) or higher. Students are eligible for a high school diploma when all requirements have been met. Please note that for UC/CSU admission eligibility, students will need to pass all A-G classes with a grade of C or higher. High School students are assigned a grade level based on the year of 9th-grade entry. See your Academy Teacher of Record and School Counselor for course options.

### **High School Course Selection**

The Elite Academic School Counselors play a crucial role in helping students make informed decisions about high school course enrollment. School counselors will work with the student, as well as the Elite Educator, to create a four-year plan that includes course selections aligned with their academic abilities, interests, future college majors, and career aspirations, as well as Elite Academic Academy's graduation requirements. Counselors will help students understand the prerequisites for advanced courses and the sequence of courses needed for specific career paths or college programs. While we offer a lot of flexibility in course scheduling, certain courses, such as Economics, may only be taken when students reach a specific grade; the Academy Directors and School Counselors have final discretion in course planning decisions.

### **High School Prerequisites**

Some courses require students to successfully complete a prerequisite before enrolling in the course. Students need to master a certain body of knowledge and successfully complete the course before enrolling in the course that contains a prerequisite. An earned grade of "A", "B", "C", "D", or "P" is defined as a student successfully completing a prerequisite. Students will need to present proof of a passing grade on their transcript in order to enroll in courses that require a student to meet the prerequisite for the course.

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## **Adding or Changing Courses High School Students**

1. All course changes must be done within the first two weeks (10 school days)\* of each semester.
2. Students or Parents/Guardians wanting to change a course in the middle of the semester must get permission from both the counselor and program administrator.
3. Students or Parents/Guardians wanting to change a course in the middle of the semester must present evidence of unsuccessful academic interventions (i.e tutoring, test retakes, etc.).
4. Students or Parents/Guardians wanting to add an extra course from what is being recommended will need to get permission from both the counselor and the program administrator.

\* If a student changes a course, an addendum to the master agreement must be executed prior to or on the first day the student starts the new course.

### **Course Drop Procedures**

Elite students are able to drop a course if the course drop request is submitted within three (3) days of the student's start date. This drop will not reflect on the student's transcript.

### **Course Withdrawal Procedures**

Parents who wish to withdraw their student from an Elite course may do so up to the 10th day of the school session start date. The student's transcript may reflect one of the following:

1. If a gradebook item was submitted prior to the drop date, the student will receive a "W" on their transcript.
2. If a student withdraws after the 10th day of the course, students will receive a final grade that will be reflected on their transcript.
3. If a special circumstance determines the withdrawal, the administration will determine the approval of a "W" on the transcript.

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## **Course Extensions for High School Students**

Elite Academic Academy understands that there are times when a student may need additional time to complete the learning objectives of a course. Should a student need extra time in a course, a teacher of record will work with the student to request an extension from the Program Director. Extensions will need to be requested in writing via email to the Program Director at least eight weeks prior to the course end date (unless an extenuating circumstance occurs after that date, then it may be requested at the time of the circumstance). Extensions are reviewed and approved or denied at the Director's discretion. Extensions may be granted in cases where the student has made acceptable progress in the course but has experienced an extenuating circumstance that will prohibit successful completion of the course.

Acceptable progress is defined as

- The student has actively participated in course activities up to the point of the extenuating circumstance.
- The student is current with all assignment submissions.
- The student has earned a grade of at least 65% (D) for work up to that point.

Course Extensions are limited to a three-business day extension for the student, per course, and will expire on 11:59 pm on the third day.

Extensions are not granted for lack of participation or failure to submit work on time by the student.

## **Concurrent Enrollment at Community College**

Per Ed Code 48800 high school students may enroll in two community college courses (or upwards of 7 college credits with Director Approval) each semester to earn both high school and Community College Credit as part of an advanced academic option with the approval of the School Academic Counselor while also taking a minimum of four Elite Academic Academy classes (20 credits).

Courses may be taken at a Community College for dual enrollment/concurrent enrollment credit if the following circumstances have been met:



- 
1. Must be in good academic standing with Elite Academic Academy (to ensure the student has enough ability for college rigor).
    - a. Have earned a 2.5 GPA in his/her most recent semester.
    - b. Have received a minimum of 20 credits in his/her most recent semester.
    - c. Demonstrate good attendance.
    - d. Must be enrolled in a minimum of 20 credits with Elite Academic Academy each semester.
    - e. Demonstrates adequate preparation in the discipline to be studied (Ed Code 48800 d).
    - f. For Summer Courses: Exhausts all opportunities to enroll in an equivalent course, if any, at his or her school of attendance (Ed Code 48800 d)
  2. College courses must be approved by the school counselor to enroll in the courses, to ensure courses meet one of the student's graduation requirements and/or post-secondary plans.
  3. A concurrent course form needs to be completed by the school counselor and needs both parent and student signatures. The School Counselor must sign the college approval forms prior to the student's entry to community college. Community college courses that are "100" level or above will earn an extra point on the grade scale, beginning in 10th grade, so an A would be worth 5 points on a 4-point high school scale.

### **Community College Credit**

High school credit will be awarded as follows for students in grades 9-12: Courses that are "3 units" or above. One semester of community college is equivalent to one year of high school credit. One community college course of 3 units or above = 10 high school credits (one year).

Community College Course Units Conversion:

- 1 Unit = 2.5 High School Credits
- 2 Units = 5 High School Credits
- 3 or More Units = 10 High School Credits

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## Community Service Hours High School Elective Credits

All high school students enrolled at Elite Academic Academy have the opportunity to complete up to 180 hours of unpaid community service for a non-profit agency, for 10 total elective credits. 90 hours of Community Service equals 5 elective credits. Therefore, 45 hours of community service equals 2.5 elective credits for high school students.

This can include volunteering at the school. These hours may be completed in grades 9 through 12. Community Service is added to the student's transcript as "Credit" and does not count toward their GPA.

NOTE: LATE LOGS ARE NOT ACCEPTED. LOGS ARE DUE EACH LEARNING PERIOD.

The student needs to:

- Contact an agency to determine if the agency has a non-profit tax status (Schools, government offices and libraries are examples).
- Arrange with the personnel staff there to work at regularly scheduled times.
- Determine the appropriate clothing for the volunteer site and duties.
- Each time the student completes hours toward Community Service please ensure the Log is signed by all parties. Complete the reflection on your Log each learning period.
- Turn in the signed log for each learning period to your Elite Educator. Once the set amount of hours have been completed for credit, your Elite Educator will report the credits on your Report Card. Additional Information:
- Students who have volunteered through a religious organization to participate in a strictly nondenominational outreach (beyond the members of the church) activity that focus on providing assistance to disenfranchised individuals or groups of individuals for the sole purpose of providing some type of relief (food, clothing, housing, financial assistance, etc.), not to include the dissemination of religious literature, may receive HS elective credit for Community Service.
- Chief Student Development Officer or designee may review, upon request, the merit of activities that do not strictly follow the above guidelines.
- If you aren't sure, please ask. Don't assume what will and or won't count toward Community Service hours. Unacceptable Placements (for profit):

- Veterinarians' Offices- but animal rescue organizations are acceptable.
- Private Schools
- Medical Doctor or Dentist Office – unless this is an outreach service such as County Health.

## FAFSA/CADAA Completion

Per California Education Code Section 51225.7, high school students are required to complete a Free Application for Federal Student Aid (FAFSA) or California Dream Act Application (CADAA) during their graduation year. Students may alternatively complete an opt-out form, which shall be collected and retained by EAA.

## Report Cards

Report Cards are each given two times per academic school year, which is at the end of each semester. Traditional report cards are meant to show parents how students are progressing toward meeting grade-level standards and expectations.

Student grades are determined by student performance on assessments (formal and informal), teacher-graded activities/assignments, auto-graded computerized assignments, participation, quizzes, exams, and projects. Cumulative grade point averages (GPA) are determined by course letter grades, honors, and AP courses. Elite Academic Academy's Grade Point Average scale is based on the College Board's scale ([www.CollegeBoard.com](http://www.CollegeBoard.com)). Many colleges will recalculate weighted GPA scores to unweighted GPA scores to ensure that when evaluating transcripts for college applications, candidates are being viewed from the same page before comparing or examining any AP or Honors courses the student took during their high school years (SparkAdmissions).

Letter Grade	Percent Grade	Honors/AP Level GP	Grade Point
A+	97-100	5.3	4.0
A	93-96	5.0	4.0
A-	90-92	4.7	3.7
B+	87-89	4.3	3.3

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B	83-86	4.0	3.0
B-	80-82	3.7	2.7
C+	77-79	3.3	2.3
C	73-76	3.0	2.0
C-	70-72	2.7	1.7
D+	67-69	2.3	1.3
D	65-66	2.0	1.0
F	Below 65	0.0	0.0

### **Class Rank**

Students' Class Rank is determined by the unweighted GPA scale and is used to determine honors graduates, high honors, and National Honors Society determination, and used for college applications. Any grades that have been replaced by a higher grade from retaking a course will remain on the transcript but will not be calculated into the unweighted total for class ranking.

### **Elite Graduation Requirements**

EAA's graduation requirements emphasize university preparatory courses of English, Mathematics, Science, Social Science, a Language Other Than English (LOTE), and Visual and Performing Arts (VAPA). Additionally, students will complete 80 elective credits and may choose from our elective course catalog, including CTE courses.

### **Graduate Participation in "Senior" Activities**

All senior activities are considered a privilege. Activities such as Grad Nite and Prom are considered extra senior activities. EAA students must be in good standing by having a 65% or higher in all classes, meeting all graduation requirements and clearing all financial and disciplinary obligations to participate in senior activities and the graduation ceremony.

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## **Graduation Ceremony**

Graduation is an exciting time for Elite staff, students, and families! The graduation ceremony takes place once a year at the end of the school year in a central location in Southern California. Students and parents will be notified of the location, date, and time in ample time for planning.

## **Regalia Adornments**

Students are expected to dress appropriately and wear comfortable shoes for this event. Students may elect to decorate their graduation cap for the ceremony. All phrases and decorations on graduation caps must be school appropriate. The number of ceremony tickets per graduate for families and friends to attend will depend each year on the venue size and amount of graduates.

California state law specifically protects students' right to wear "traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies." If you are unsure if an adornment you'd like to wear is allowed, please contact your Elite administrator.

## **Ceremony Participation for Summer Graduates**

Graduating students who still need to complete two or fewer courses will be allowed to participate in the June graduation ceremony with the expectation that they complete their remaining courses in the summer. Students who need more than two courses to graduate will not be able to participate in the June Ceremony, but will be invited to attend the ceremony the following year.

## **Graduation Speakers**

It is the policy of Elite Academic Academy to encourage the involvement of as many students as possible in the graduation ceremony. Therefore, the selection of student speakers should not be confined only to those students with academic honors. In addition to one Valedictorian and one Salutatorian for both Homeschool and Virtual Academy, EAA

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academy directors will select up to 3 students to be keynote speakers at graduation. Students will have 2-3 minutes to present their speech during the ceremony.

### **High School Graduate “with Honors”**

EAA graduates with an overall/total GPA of 3.5 or higher after the completion of the first semester of their graduation year will be distinguished with gold honor cords at graduation in recognition of their academic achievement. The top 10 students with the highest overall GPAs (unweighted, total high school GPA) will receive “High Honors” and will wear white regalia at graduation in recognition of their accomplishments.

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## **Academic Enrichment**

### **Student Clubs**

Elite students in grades K-12 have the unique opportunity to participate in various club offerings. Each unique club has an advisor who facilitates meetings and trips. Student club opportunities are held in-person as well as virtually using the Zoom platform.

All Elite students are invited to participate in Club Rush at the beginning of each school year to learn more about Club offerings and opportunities. All Club announcements and events will be placed in the Parent Square Calendar, including meeting locations, times, and zoom links, as applicable. Any student attending a club field trip must have the Elite-approved field trip documents signed by the student and parent/guardian and turned into the Club advisor 48 hours prior to the event.

To learn more about Club offerings and advisors, please visit the Elite Academic Academy website. Students are encouraged to join clubs and attend field trip experiences. Students may join a club at any time throughout the school year. In order to participate in enrichment, students need to be making academic progress.

### **Career Technical Education (CTE)**

CTE pathways are designed to prepare students for postsecondary education and training and to help them make a smooth transition into the workforce and/or college. Students have the opportunity to earn college credit, gain industry certifications, experience an internship, and more.

Students in grades 7-12 may participate in our Career Technical Education pathways. Elite Academic Academy currently offers a variety of Career and Technical Education (CTE) programs. CTE courses are weaved into your student's academic schedule and these courses prepare students for post-secondary college and careers in various industry sectors. Most CTE courses are A-G approved for students interested in meeting the A-G or NCAA requirements for Cal State or CSU entrance.

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To learn more about these programs, please contact the CTE Associate Director.

## **Peak Performance Athletics**

Peak Performance Athletics believes every child deserves the opportunity to play sports. EAA provides students/athletes of all levels the unique opportunity to customize their athletic development and experience. Students may choose their athletic interest and attend training or participate in sports using a Community Partner or their athletic club sport/training. Student-athletes who are interested in playing college-level sports are also eligible to register with NCAA. Creating a student account at NCAA.org is the first step to becoming an NCAA student-athlete.

Peak Performance Athletics offers students:

- Mental Performance Training
- Athletic Benchmark Training
- Academic Cohorts with Peak Performance Teacher of Record
- NCAA support
- Tracking of Academic progress with Honest Game
- Scholarship Support
- Community outreach for Club Sports

## **Field Trips**

Elite Academic Academy students will be provided with the opportunity to attend field trips (local and overnight). Safety and learning of all students is the top priority of the staff at all times. Students who have a failing grade, poor attendance, or poor behavior history will be ineligible to participate.

Elite Academic Academy plans about 2 field trips per month (16-18 per year) depending on availability. Parents are welcome to suggest ideas for possible field trips to the Program Directors. All field trips are posted to ParentSquare. You will be able to RSVP, fill out the event waiver form, and pay (or request using educational funds), all through ParentSquare. Students are able to use their educational funds to pay for field trips.



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Unless otherwise required by applicable law under certain circumstances, parents are required to transport their child on field trips. Parents and siblings are welcome to come along on field trips but must pay for the field trip on their own. Parents are required to fill out an Educational Activity form for all students participating, and the Parent/Sibling form for non-Elite Academic Academy students, and provide non-refundable payment prior to the field trip. If you are paying for the field trip out of pocket, payment is due 5 business days prior to the event. If you have RSVP'd and paid for a field trip, and then need to cancel, a refund is only available if EAA is able to fill the number of spots you reserved.

## **State and Local Assessments**

Assessment serves multiple objectives at Elite Academic Academy. Its primary purpose is to allow staff to utilize assessment data to track and demonstrate consistent student progress, pinpoint areas needing improvement, gauge the effectiveness of teaching strategies, monitor progress toward meeting school-wide and state standards, and assess progress towards annual strategic planning goals.

Another crucial goal is to offer students and their parents or guardians an accurate understanding of the student's academic skills and progress towards their personal objectives.

We understand that a single assessment cannot provide a complete picture needed for informed curriculum and instructional decisions. However, a comprehensive assessment system can yield valuable data to aid this decision-making process. We operate under the following guiding principles when analyzing assessment data:

- Assessments form an essential part of the instructional process.
- Utilizing multiple assessment indicators is vital for evaluating success.
- Collecting and maintaining high-quality assessment data is of utmost importance.
- Year-to-year comparison of assessment data is central to our ongoing improvement.
- Communicating assessment data effectively aids in making informed decisions.

Therefore, students in grades K-12 take a local assessment up to three times a year during a predetermined window.

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## **State Standardized Testing**

State test results serve as an objective indicator of how effectively students have met their grade-level expectations. However, they are merely one element in a broader array of measures and are not intended to encapsulate a student's entire performance. For a more holistic view of a child's academic performance, these results should be considered alongside other factors like report card grades, classwork, and teacher observations.

State test results also play a significant role in evaluating the efficiency of our school's systems, processes, and staff, both internally and externally. This test data informs decision-making and is utilized by the State, County, and charter authorizers to verify our charter's validity.

As a public school, we are obligated to test 95% of our eligible students, mirroring the accountability standards applicable to all public schools. It's crucial for our charter that all students participate and finish the test within the specified testing window.

Your child may be assigned one or more of the below state assessments:

### **California Assessment of Student Performance and Progress (CAASPP)**

The California Assessment of Student Performance and Progress is comprised of various assessments. Students are assigned assessments based on grade level.

#### **Smarter Balanced Assessments for English Language Arts/Literacy (ELA) and Math**

Students in grades 3–8 and grade 11 take these tests annually. The test is comprised of four components: computer-adaptive tests in both ELA and math and a performance task computer task in both ELA and math.

#### **California Science Test (CAST)**

The CAST is assigned to 5th and 8th grade students, as well as once in high school, either in grade 10, 11, or 12.

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### California Alternate Assessments (CAAs) for ELA and Math

Students whose individualized education program (IEP) identifies the use of alternate assessments take the CAAs for ELA, Math, and/or Science. The CAAs for ELA and Math are computer-based tests that are administered one-on-one by a test examiner who is familiar with the student.

### **English Language Proficiency Assessments for California (ELPAC)**

State and federal laws mandate that all students, whose first language isn't English, must undergo English Language Proficiency (ELP) assessment. The requirement for ELP testing is based on the legal principle that every student is entitled to an equal and appropriate education. If English language limitations are not detected and addressed, it could impede a student's access to this right.

Participation in ELPAC testing is mandated by the California Ed Code. The option to opt out is not available in this case.

\* Students whose IEP identifies the use of an alternate assessment and who have a home language survey that lists a language other than English will take the Alternate Initial or Summative ELPAC.

#### Initial ELPAC

Students who have a home language survey that lists a language other than English will take the Initial ELPAC test, which identifies students as an English learner student or as initially fluent in English.

#### Summative ELPAC

The Summative ELPAC has two purposes:

- To determine the level of ELP of EL students
- To assess the progress of EL students in acquiring the skills of listening, speaking, reading, and writing in English

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The Summative ELPAC must be administered annually to students identified as EL students in K-12, ages three through twenty-one until they meet the reclassification criteria in EC Section 313 and they are reclassified as fluent English proficient (RFEP).

### **Criteria for Reclassifying Fluent English Proficient (RFEP)**

The following criteria are used in tandem to determine reclassification:

1. Early Advanced or Advanced with no subscore below Intermediate, or (3) on the Summative ELPAC.
2. Parent Approval.
3. Teacher, Academy Director, or Assessment Director approval based on work product, performance in courses, or other relevant academic criteria.

### **Physical Fitness Test**

The test consists of five performance components: aerobic capacity, abdominal strength, trunk strength, upper body strength, and flexibility. At Elite we offer students the Do-it-Yourself option. Families/Students are provided with a link that provides them detailed instructions and a place to document their results. This gives students the flexibility to test at home or in the environment of their choice. We also offer various opportunities to test in-person under the guidance of our Athletic leads. Participation in Physical Fitness Testing is mandated by the California Department of Education. The option to opt out is not available in this case.

Students in grades 5, 7, and 9 will take the FITNESSGRAM<sup>®</sup>, which is the test used in California.

### **Elite Internal Assessments**

Our goal at Elite Academic is to personalize each student's academic journey and ensure consistent academic growth. The beginning of that journey begins with using a diagnostic to help us to determine a student's baseline. The results are instrumental in identifying learning gaps and providing appropriate support or acceleration measures, as well as in tracking progress. Therefore, it is required that all Elite Academic Academy students grades

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K-12 take an internal diagnostic at least once or twice a year during a predetermined window. The type and timing of the diagnostic will be determined by your Academy Director. The Academy Director also reserve the right to require a diagnostic as evidence to support a student academic ability in response to specific requests or decisions (i.e. grade retention, acceleration, dual enrollment, etc)

### **iReady Diagnostic**

iReady is a math and reading assessment tool that provides practical information about a student's academic needs in both English Language Arts and Math. It provides a comprehensive view of student progress and development, eliminating the necessity for multiple overlapping tests. By adjusting to student answers and evaluating a wide spectrum of skills—some of which may be above or below a student's actual grade level—iReady Diagnostic accurately identifies a student's competency level. It specifies the precise skills students need to master to enhance their growth and devises a custom learning pathway for each student.

### **EasyCBM (K-1)**

Curriculum Based Measures (CBMs) are standardized assessments that evaluate student mastery of crucial skills and knowledge at each grade level by sampling from a year's curriculum. They ensure consistent test difficulty across forms, so score changes reflect student skill improvement, not test alterations.

Reading tests include measures of alphabetic principle, phonics, fluency, vocabulary, and comprehension, based on the National Reading Panel's "Big Five". Math tests, informed by the National Council of Teachers of Mathematics (NCTM) Focal Point Standards, consist of three types per grade, each with 16 items.

### **Internal Assessment Testing Window**

- Sept-Nov - Beginning of Year/Baseline Assessment
- Dec-Feb - Middle-of-Year Growth /Progress Monitoring Assessment
- Mar-May - End-of-Year Assessment (Students not assigned CAASPP testing only)

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## Optional Assessments

### SAT/ACT

The SAT and the ACT are standardized tests widely used for college admissions in the United States. ACT and SAT tests are paid for individually by families or by fee waivers from the School Counselor. Many colleges accept the SAT or ACT test results as part of their admissions process, however many universities like the UC and CSU systems no longer require either test. It is recommended that students research the admissions requirements of any university they are interested in to determine if they need to take the ACT or SAT. Although students may take these assessments at any time starting freshman year, most students take them for the first time in the spring of their junior year and possibly retake them in the summer or fall of their senior year. To register for the ACT, head to [www.act.org](http://www.act.org) or for the SAT, head to <https://satsuite.collegeboard.org/sat/registration>

### PSAT/NMSQT

The Preliminary SAT/National Merit Scholarship Qualifying Test is a co-sponsored program by the College Board and National Merit Scholarship Corporation (NMSC). PSAT/NMSQT stands for Preliminary SAT/National Merit Scholarship Qualifying Test. It is a practice test for the SAT Reasoning Test and gives students a chance to enter the National Merit Scholarship Corporation (NMSC) scholarship programs. The PSAT measures critical reading skills, math problem-solving skills, and writing skills. Students can register for these tests independent of EAA but can see an administrator or counselor for more information or fee waiver criteria. For the latest PSAT/NMSQT testing schedule or practice, material go to the website <https://collegereadiness.collegeboard.org/sat>.

## Academic Integrity

At Elite Academic Academy, we hold academic integrity as one of our core values. Students are expected to present their unique and original insights in their work, whether in the form of online discussions, presentations, essays, or other assignments.

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While we encourage students to explore various perspectives through reading and research, they must appropriately cite these external sources to maintain academic honesty and avoid plagiarism. Citation styles may differ depending on the course, and students are advised to consult the course teacher for specific guidelines.

### **Examples of Plagiarism & Violation of Academic Integrity**

Violating academic integrity can take many forms, some of which include:

1. Copying answers from another student's test or using unfair methods during exams or assignments.
2. Reusing an assignment from a different class without any modifications or enhancements.
3. Falsifying information in a document or assignment.
4. Sharing old assignments with other students.
5. Using websites for ready answers instead of doing the work independently.
6. Submitting work generated by artificial intelligence, such as Chat-GPT, pretending it to be a student's original work.

### **Process for Addressing Suspected Academic Integrity Violations**

1. Identification and Documentation: When a teacher suspects a student of violating academic integrity, the first step is to gather evidence. This may include the suspected assignment, any relevant materials such as test answers or reports from plagiarism detection software, and any prior work for comparison.
2. Consultation: The teacher will consult with a colleague or supervisor to gain a second opinion, while maintaining student confidentiality to eliminate any potential bias and ensure that the evidence is solid.
3. Reporting: If after consultation the suspicion is still valid, the teacher will report the violation to the Elite Educator and/or Academy Director. This report should include all relevant information and documentation.
4. Meeting with the Student: A meeting will be scheduled with the student and the Elite Educator, in which the concern and evidence is provided. The student is provided time to explain what happened.

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5. **Implementing Consequences:** If the violation is confirmed, appropriate consequences, as outlined below, will be followed.
  6. **Follow-Up and Monitoring:** After the incident, the teacher will monitor the student's work more closely for a time to ensure compliance with academic integrity rules. The teacher will also provide guidance and resources to help the student understand and avoid future violations.

Throughout this process, it's important to remember the goal is not only to maintain academic integrity but also to educate students about its importance and encourage ethical behavior.

### **Consequences for Violation of Academic Integrity**

If a student's work is in violation of academic integrity in any course during the student's enrollment at Elite Academic Academy, the following steps will be taken to address the violation.

First Offense	<ul style="list-style-type: none"> <li>● Student may correct their mistake and redo the assignment within a one-week time span.</li> <li>● Student's newly submitted assignment grade will be deducted by 20% due to the infraction. If the student does not redo the assignment, he/she will receive a zero on the assignment.</li> <li>● A telephone conversation with parents, administrator, counselor, student, and teacher will be made upon first violation.</li> <li>● A student may not redo the assignment if it is a final exam or project for the course.</li> </ul>
Second Offense	<ul style="list-style-type: none"> <li>● Students will receive an assignment grade of zero, with no option to correct or redo the assignment.</li> <li>● Telephone conference with school administrator, counselor, teacher, student, and parent will take place.</li> <li>● Student will take a self-paced tutorial course on Plagiarism.</li> </ul>



Third Offense	<ul style="list-style-type: none"> <li>● Student will receive a failed grade in the course in which the first two offenses occurred.</li> <li>● Telephone conference with counselor, administrator, teacher, student, and parents.</li> <li>● Documentation of violation will be added to the student's discipline record, where colleges and other educational institutes may be provided documentation if the student seeks to enroll, or transfer.</li> </ul>
Special Education Students	A student that holds a valid IEP or 504 plan will be referred to the Special Education Department Director to ensure any actions taken comply with all provisions of applicable law in addressing any student violations.

### **Student/Parent Grievance Procedure for Plagiarism**

The following procedure is established by Elite Academic Academy to ensure that students' grievances are appropriately and fairly addressed in a timely manner. EAA prohibits discrimination against students and families based on disability, race, creed, gender, sexual orientation, color, national origin, or religion.

If a student is accused of plagiarism, cheating, or any other form of academic dishonesty, and the parent/student disagrees, the following Grievance procedure should be followed in a timely manner:

1. A written response to the Chief of Student Development Officer the grievance that explains why he/she disagrees with the accusation.
2. EAA administrator will investigate and respond to the parent(s)/guardian with a written response within ten (10) working days.
3. If the grievance is not resolved, the student and parent(s)/guardian may request within ten (10) working days, a review with the governing school board. The governing board will then investigate and then respond to the student and parent(s)/guardian within ten (10) working days. The governing board will base its decision on a simple majority vote. The governing board's decision is final.

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## **Educational Funds**

Elite Educators at Elite Academic Academy play a crucial role in managing and directing educational funds towards high-quality, Common Core-aligned educational materials and services. These funds are not owned by students or parents but are designed to cover the costs of providing educational services to students. It is the responsibility of the Elite Educator/Program Director to make sure state funds are spent wisely.

Elite Educators, in collaboration with parents, work to ensure that the use of these funds is both relevant and effective. They manage educational fund accounts and make recommendations based on the unique needs of each student, employing their professional judgment to evaluate and approve all funding requests. Recommendations after core curricula is purchased may support tutoring, community partner classes, and the acquisition of various additional educational materials.

Our responsibility is to provide standards-based core educational materials and curricula to every student. These funds are prioritized for essential materials for each area of study before being allocated to enrichment materials or services. After securing the core curriculum and necessary resources, remaining funds may be used for additional learning materials or opportunities. Please note, for more than 50% of funds to be directed towards enrichment opportunities, Academy Director approval is required.

If a proposed selection is denied, then alternatives will be suggested by the Elite Educator. The parent/legal guardian may appeal a denial to the Academy Director. The rationale provided by the parent/legal guardian concerning the educational merits will be reviewed and any decision made at this level is final.

If any unusual orders are noted outside the scope of these guidelines and are deemed unnecessary such orders may be denied.

## **Adequate Academic Progress**

If adequate academic progress is not being made, the use of Educational Funds will be used first towards intervention/tutoring and curriculum to help instruction.

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If a student is designated as needing intervention/tutoring, as determined by state and Elite benchmark testing, informal assessment, and work completion, the TOR shall earmark a minimum of \$200 per semester of Educational Funds to ensure funding for intervention, tutoring, or other means is available to close achievement gaps.

Requests for material and enrichment services other than tutoring and academic help may be denied if adequate academic progress is not being made.

## **Acceptable Use of Educational Funds**

Acceptable Use of Educational Funds Include textbooks and workbooks; Tutoring; Supplemental Instructional Community Partner Classes – e.g. Art, PE, Music; Approved Online Learning Programs; and Basic School Supplies.

1. **Educational Materials That Support New Learning:** When utilizing Educational Funds, materials and services selected must promote and advance student learning and achievement and reading (library type) books that correlate to the student's academic plan. We encourage students to use their public library for books outside that scope.
2. **Tracking of Expenses:** Each Elite Educator and parent/legal guardian bears the responsibility for tracking the expenses incurred to meet the educational needs and choices of each student.
3. **Responsibility for Instructional Materials:** Parents assume responsibility for instructional materials upon receipt from Elite Academic Academy. All non-consumable items must be returned to the school in good condition upon request or upon disenrolling from the program. Families are welcome to keep learning materials over the summer if they are re-enrolled or if they are going to use the materials with other siblings. This is subject to the discretion of the Elite Educator/Program Director.
4. **Need to Reflect on an Appropriate Course of Study:** The purchase of educational materials should be consistent with the academic plan agreed upon by the parent/legal guardian and the Elite Educator.
5. **Non-Consumable Materials:** All materials ordered with educational funds are the property of Elite Academic Academy. All non-consumable materials ordered or

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borrowed from Elite Academic Academy that are no longer being used by the student must be returned to your Elite Educator when the family is done using them. If it is determined that any student has an excessive quantity of non-consumable materials checked out, these items will be requested to be returned.

6. **Lost, Damaged, or Misplaced Non-Consumable Materials:** Parents/legal guardians are financially responsible for any non-consumable educational materials that are lost, misplaced, or damaged by the family during the current academic school year.
7. **Educational Funds Do Not Roll Over from Year to Year:** Educational Funds issued each year are to be used during the current academic school year.
8. **Family Accounts:** The transfer or “pooling” of Educational Funds is a privilege afforded to Elite Academic Academy families and must be demonstrably related to a specific objective in core academic areas. No more than \$250 of a student’s funds may be transferred to a sibling’s account. This must be approved by the Program Director and Elite Educator and they have the discretion to deny this request.

## **Unacceptable Use of Educational Funds**

The following items are NOT allowed when using Educational Funds:

1. Tutors that are not Elite Community Partners.
2. Courses that could be taken for free at a local Community College.
3. Excessive Quantities of any Educational Materials – No more than a reasonable per student quantity of items is permitted.
4. Generic library books intended for free reading and not a part of the student's academic plan. Please use your local public library.
5. Sophisticated Office Supplies: Filing or shelving units, paper shredders, paper cutters, laminate machines, electric pencil sharpeners, electric staplers, tape dispensers, etc.
6. Home and Office Equipment: DVD and CD players, tablets, faxes, phones, dictation equipment, TV's, three-in-one printer/copier/scanners, etc. It helps if a student's home is equipped with the basic home and office supplies.

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7. Sectarian / Religious Service Community Partners or Materials: While some of our approved Community Partners may carry items that are religious in nature, such items cannot be ordered. (However, educational materials that survey a variety of world religions or viewpoints may be acceptable based on the academic plan at the discretion of the director.)
  8. Food
  9. Personal Hygiene Items
  10. Kitchen Equipment
  11. Yard Equipment
  12. Special Education Services
  13. Community Partners fees related to anything other than instruction: No fees unrelated to direct instruction will be allowed including registration fees.
  14. Materials or services that may expose the student or Elite Educator to potential danger or serious injury are not permitted.
  15. Dissection Tools and Science Kits (such as Chemistry) must be age appropriate.
  16. Large or Heavy Items: Limited to those items which the staff can reasonably transport and house.
  17. Inappropriate materials and/or services: Subject to review by the Elite Academic Academy Director.
  18. Amusement Park Memberships are not appropriate for the use of Educational Funds.
  19. Funds usage for events and activities outside the state of California (ie. while traveling) will be denied without Director Approval.

*This list is not all-inclusive. Elite Academic Academy reserves the right to refuse selections that are deemed inappropriate. Contact your Elite Educator if you have questions or concerns.*

## **Educational Funding Allocations**

The amount of funding allocated to each student's academic plan is based on the academic calendar. Educational Fund allotments vary depending upon the student's enrollment date.

The amount of funding is subject to change dependant upon state budget.

## TK-8th Funding Allocation

TK-8th grade students enrolled **prior to September 4, 2023**, receive the full funding amount of \$2850\* (TK-8<sup>th</sup>) in two distributions for the academic year.

- 1st Distribution Date: 8/1/2023, Amount \$1425\* (TK-8<sup>th</sup>)
- 2nd Distribution Date: 1/2/2024, Amount \$1425\* (TK-8<sup>th</sup>)

Students enrolled **after September 4, 2023**, receive the funding amounts for the academic year in the following allocation(s) based on their enrollment month.

**TK-8th Grade Funding Schedule**

Enrollment Month								
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
August	1425*							
September	(after the 4th)	1140						
October			855					
November				570				
December					285			
January	1425*	1425	1425	1425	1425	1425		
February							1140	
March								855
Total	2850*	2565	2280	1995	1710	1425	1140	855

## 9th-12th Funding Allocation

Students enrolled **prior to September 4, 2023**, will receive the full funding amount of \$3200\*(9<sup>th</sup>-12<sup>th</sup>) in two distributions for the academic year.

- 1st Distribution Date: 8-1-2023, Amount \$1600\* (9<sup>th</sup>-12<sup>th</sup>)
- 2nd Distribution Date: 1-2-2024, Amount \$1600\* (9<sup>th</sup>-12<sup>th</sup>)

Students enrolled **after September 4, 2023**, will receive the funding amounts for the academic year in the following allocation(s) based on their enrollment month.

### 9<sup>th</sup> -12<sup>th</sup> Grade Funding Schedule

Enrollment Month								
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
August	1600*							
September	(after the 4th)	1280						
October			960					
November				640				
December					320			
January	1600*	1600	1600	1600	1600	1600		
February							1280	
March								960
TOTAL	3200*	2880	2560	2240	1920	1600	1280	960

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## **Educational Funds Ordering Deadline**

**The deadline to place orders for the 2023-2024 academic school year is Friday, April 5th, 2024.** Elite Educators will request order submissions prior to this date to ensure time for processing. It is the responsibility of the family to send order information in a timely manner to their Elite Educator. Orders will not be processed after this date. There is the potential for orders to be canceled during the school year because items become unavailable. If you wait to place orders at the deadline, it is possible that all items will not be available, and you will lose your ability to place another order.

## **Additional Materials Ordering Information**

1. PE Equipment: Educational funds may not be used for consumable PE-related items, which cannot be repurposed or subsequently used by another student (clothing, footwear, etc.) Basic sporting items such as a jump rope, a basketball, or a soccer ball would be acceptable. Maximum of \$250 for athletic equipment.
2. Materials that create an “end product” (consumable): A maximum of \$250 per student per year can be spent on supplies that have an “end product.” These supplies include science kits, history/social studies kits, scrapbooking, fabric, crocheting materials, knitting materials, construction paper, paint, glue, art pencils, crayons, cardstock, and all other art materials.
3. Instructional Games and Kits (non-consumable): A maximum of \$150 per student with a maximum of \$300 per family.
4. Microscope: Up to \$250 in Educational funds may be used to order one (1) microscope per family per academic year if there is not one available.
5. Musical Instruments: Up to \$250 in educational funds may be used per family for musical instruments and any peripheral items necessary for the basic use of the item. Any type of registration fee for music-related events, competitions, and/or performances are not allowed. Instruments are non-consumable material items and are the property of Elite Academic Academy. Any kind of deposits needed to rent musical instruments are not allowed as they would be the responsibility of parents/legal guardians. Parents/legal guardians are financially responsible for the



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care and maintenance of the musical items. Instruments must be returned when they are no longer part of the student's academic plan.

6. Supplies: Two printer cartridges and 6 reams of paper are allowed per family per year.
7. Technology: Students may request a Chromebook for \$225 in Educational Funds. Students who qualify for Free/Reduced lunch and do not have home internet access may instead request a Chromebook with LTE access for \$350 in Educational Funds. LTE access is limited to TMobile's service area and may not be accessible for every student. Families can also apply for discounted internet through <https://www.everyoneon.org/>. All issued devices are to be used for academic purposes only, and as such, will have internet filters and limited functionality. Issued devices are the property of Elite Academic Academy and must be returned in working order when unenrolling from the school, or as requested by the Technology Department for upgrades and servicing. Repair costs resulting from misuse will be charged to Educational Funds.
8. Online Classes: Online classes are acceptable uses of funds. Examples are Strongmind, Rosetta Stone, Raz-Kids, Time for Learning, BYU Online, Brave Writer, ALEKS, Art of Problem Solving, Well Trained Mind Academy, Online G3, Accelerate Ed, Edmentum, and other approved Community Partners.
9. Educational Activities: Educational Funds can be used for any Elite Academic Academy-sponsored events (educational activities).
10. Tutoring: Approved tutors or tutoring agencies for core curriculum improvement.
11. Gym Memberships for 12 years old and up - waiver must be signed.
12. Other memberships will be evaluated by the Program Director on a case-by-case basis and must meet Common Core standards.

### **Parent/Guardian Reimbursement Procedure**

Students must be making satisfactory academic progress in core classes and must have the curriculum purchased prior to requesting reimbursements. Parent/Guardian must submit a Pre-Approval request for all services provided by Enrichment Providers not found on EAA's Community Partner list. **See Elite Academic Academy's website for EAA's approved community partner list!**

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Pre-approval requests must be reviewed and approved by the Teacher of Record and Academy Director prior to enrolling and/or paying for services. Pre-Approval requests will be denied if materials or enrichment activities are requested from an approved Elite Community Partner. Please contact your TOR in order to use an approved Elite Community Partner.

Reimbursement requests must be submitted within 30 days after services have been completed or educational materials have been purchased. There are organizations and items that are not eligible for reimbursement, so it is very important that pre-approval is given BEFORE attending a class or purchasing items. Please refer back to the appropriate pages of this handbook or reach out to the reimbursement team at [reimbursement@eliteacademic.com](mailto:reimbursement@eliteacademic.com) for more information.

### **NEW UPDATES 2023-24**

1. Elite Academic Academy will not reimburse for outside tutoring service. Please utilize the Elite Approved Community Partners for tutoring services. If your tutoring services provider is not an Elite Approved Community Partner, please contact your TOR to learn how to invite them to apply.
2. Elite Academic Academy will not reimburse for courses that can be taken for free at a local Community College. Please contact your TOR for more information.
3. Elite Academic Academy will not reimburse for educational materials or enrichment activities that can be obtained through an Elite Approved Community Partner.

Elite Academic Academy uses a TWO-step Reimbursement Process. Step ONE is **PRE-APPROVAL**; Step TWO is **REIMBURSEMENT**.

### **STEP 1: Pre-Approval Process for Enrichment Experience and Educational Materials**

1. At least 10 business days prior to enrollment of any enrichment activity or purchase of educational material, parents/guardians must complete and submit the **“PowerForm Signer Information** and the **Pre-Approval DocuSign Form”** which is located on the Student/Parent Portal page of the Elite Academic Academy website (<https://www.eliteacademic.com/student-parent-portal/>).

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2. Upon receipt of the Pre-Approval DocuSign Form, a Community Relations Clerk (CR clerk) will review and add Pre-Approval request number.
  3. The student's Teacher of Record/Elite Educator will verify the following: (1) sufficient educational funds are available, and (2) the enrichment activity or the educational materials aligns with CA State Standards. Once verified, the Elite Educator will generate a purchase order in OPS to deduct the amount from the student's educational funds, and complete the DocuSign form. The Academy Director, or designee, will then review and approve or deny the request. Afterwards, all signers and the Reimbursement Team will receive a final PDF copy of the Pre-approval DocuSign.
  4. Once you receive the completed PDF, please verify the purchase order number, the amount allocated, and any details noted by your TOR or Academy Director. If the pre-approval is denied, please contact your TOR for more information.

\*\*\*Do not enroll in or register for enrichment activities or purchase educational materials until you have received the approved Pre-Approval DocuSign form. \*\*\*

## **Step 2: Reimbursement Process for Enrichment Activities and Educational Material**

1. Within 30 calendar days after the student completes the pre-approved enrichment activity or purchase of educational material, the parents/guardians will complete and submit the "PowerForm Signer Information and the Pre-Approval DocuSign Form" located on the Parent Portal page of the Elite Academic Academy website (<https://www.eliteacademic.com/student-parent-portal/>). Please have the Pre-Approval number and completed form handy for reference. Reimbursement requests not submitted within this timeframe will require special approval by the Academy Director and CEO and may be denied.
2. Parents/Guardians must attach copies of the original receipts or proof of payment to the DocuSign for processing for either educational materials or enrichment activities. Additionally, for enrichment activities, parent/guardian must certify that the student was not dropped off or left alone with an unapproved enrichment provider or their staff at any time during the enrichment activity.
3. Upon receipt of the Reimbursement DocuSign Form, a Community Relations Clerk (CR clerk) will review and add a Reimbursement request number.

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4. When the Reimbursement Team receives the completed DocuSign Form with copies of the original receipts or proof of payment, they will review and upload the invoice for payment. Please remember all non-consumable items must be returned to the school at the end of each academic school year unless the materials will be used for future coursework at Elite Academic Academy.

In addition:

1. Parents/Guardians must contact their Elite Educator prior to registration in the class to check on the availability of funds and ensure academic alignment.
2. Parents need approval in writing that the class is aligned with the students' academic program and they are eligible for reimbursement.
3. Elite Educators must include a description of the class/course and how it aligns with the standards.
4. Parents are reimbursed only after completion of the class(es).
5. Reimbursements are only applicable to pre-approved Enrichment Providers that are not on the EAA's approved list.
6. Reimbursements MUST be submitted no later than 30 days after the service is provided or good is received. Late reimbursements are subject to denial.

**NOTE: Failure to follow this process may result in reimbursements being denied by Elite Academic Academy.**

**All reimbursement requests must be submitted four weeks prior to the last day of the school year.**

Elite Academic Academy reserves the right to deny any reimbursement request.

Please direct any questions regarding the reimbursement process to the student's Teacher of Record/Elite Educator. You may also send an email to [reimbursements@eliteacademic.com](mailto:reimbursements@eliteacademic.com) or call (866) 354-8302 ext. 704.

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## **Community Partners**

A Community Partner at Elite Academic Academy (EAA) is an independent contractor. They collaborate with EAA to supply materials and services to EAA students using the students' educational funds.

If you wish to add new Community Partners to EAA's approved list, you must provide the Community Partner's name, phone number, email address, website, and category to an Elite Educator. These prospective partners must undergo our selection process to qualify for serving EAA students.

Our goal is to offer a diverse array of curricula to customize each student's educational experience. EAA reserves the right to decline a partnership that fails to meet Elite's guidelines.

EAA collaborates with numerous Community Partners to reinforce our educational approach. Students are permitted to participate in in-person partner classes up to two days per week only. Community Partners, as private entities, complement a comprehensive independent study journey by providing enrichment opportunities, while EAA delivers the core curriculum.

Please note, EAA will not endorse a Community Partner that presents itself as, acts like, or claims to be a school.

Community Partners at Elite Academic Academy must ensure that all new employees or contractors (hired after the partner's approval) undergo a Department of Justice (DOJ) Live Scan clearance before interacting directly with students.

Community Partners are required to supply Elite with an updated certification, according to the Employer Fingerprinting Clearance Form, for each new employee or contractor who will be interacting with students. They must also consistently monitor the status of all their employees or contractors to confirm that any certification given to Elite remains valid and precise.

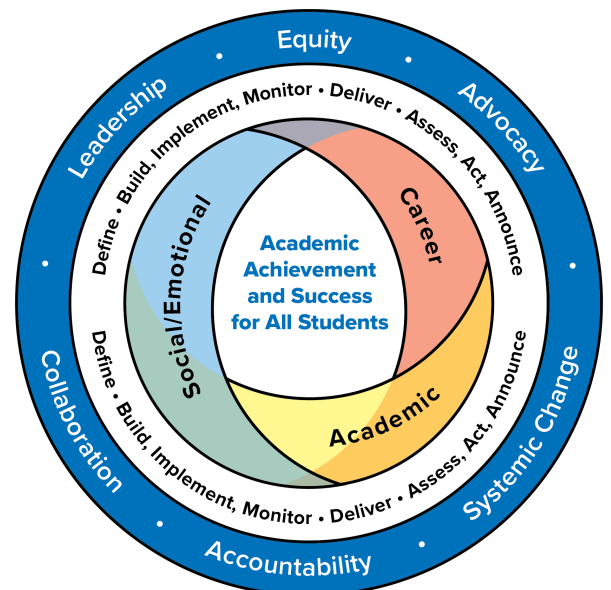
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## Student Support Services

The Student Support Services Team fosters positive relationships among educators and students through social-emotional learning, academic interventions and support, college and career readiness plans, and collaborative problem solving to ensure every student thrives - all in one team. We are responsible for the “whole child” and provide support to ensure the success of all students.

### School Counselors

Our Elite Academic Academy (EAA) School Counselors are available to support students with their academic, college, career, and social/emotional needs. Our counselors work collaboratively with students, parents, Elite Educators, and the Student Support Services team to advocate for and empower students and to ensure that the best decisions are being made for each student and their individualized education plan. Working alongside students and staff, our counselors ensure all Elite students are college ready by helping choose appropriate courses to meet A-G and NCAA eligibility as appropriate. Our School Counselors are also Dual Enrollment coordinators and can assist students interested in taking community college classes.



Our school counselors provide short-term individual counseling, group counseling, resource linkage for families, schoolwide psychoeducation and training, parent/guardian support and information, and crisis interventions. Short-term counseling can address emotional, social, or developmental needs the student has that present an obstacle to students’ academic success. Students in need of longer-term or more intensive emotional support will be referred to CareSolace; Elite partners with CareSolace in order to connect families to access mental health care outside of school. Our school counselors also serve as our Crisis Response Team Leads, Suicide Prevention Liasons, and McKinney-Vento Liasons.

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## **Individual Counseling – Missed Meeting Policy**

If a student is receiving individual counseling services and they miss/"no show" two consecutive meetings, their counseling sessions will be terminated. The student may be placed on a waiting list for future individual counseling services. This does not apply to students who qualify for special education services and receive ERMHS (Educationally Related Mental Health Services) counseling. The length of ERMHS counseling is determined by the student's IEP and ERMHS assessment.

## **Learning Lab Support Team**

Learning labs provide a safe, positive and supportive environment where students who are missing foundational skills can join a small group of their peers and practice skills with the guidance of a highly-qualified academic coach. Learning labs are designed to be engaging and intentionally use strategies to increase students' growth mindset and build academic confidence. Students meet with their coach via Zoom for 1 hour a week for a period of at least 10 weeks. Each session will target a specific English or math skill.

## **How Do Students Qualify**

Students must be nominated by their teacher. Priority is given to previous year Learning Lab students who did not perform at grade level on End-of-Year diagnostic or CAASPP assessment in either math or ELA and new students who perform 2 or more grade levels below in math or ELA on their diagnostic and are not responding to Tier 1 supports.

## **How are Groups formed**

Students will be grouped by grade and then by skill level. Student overall performance on the diagnostic plus Teacher and Lab Coach recommendation will help determine grouping.

## **How Will Success be Measured and Communicated**

Teachers and parents will receive weekly notes detailing what was covered. We encourage consistent communication with the Learning Lab coaches. Learning Lab Coaches will track student progress and note areas of strengths and needs. Exit tickets or other forms of

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benchmark assessments or progress monitoring tools will be used to provide parents, teachers and students with progress reports.

## **English Language Learners (EL) Support**

Elite Academic Academy (EAA) will translate documents for families, as required by law. Documents including English Language Proficiency Assessment for California (ELPAC) testing correspondence and reclassification materials will be translated as needed.

A Home Language Survey is sent home prior to the beginning of the school year, which targets students whose primary language at home is a language other than English. Those whose primary language is other than English will be classified as a To Be Determined (TBD) English Learner (EL).

The process for English Learners is as follows:

1. Newly identified (TBD) English Learners are tested at the beginning of each school year or within 30 days of enrollment using the Initial English Language Proficiency Assessment for California (ELPAC).
2. Previously identified EL students take the Summative English Language Proficiency Assessment for California in Spring
3. After the State ELPAC scores are released, parents are notified of the results within 30 days.
4. EL students who do not accelerate one level per year on the ELPAC, or a similar benchmark, will be monitored and offered extra targeted support services.
5. All EL students are supported by Highly-Qualified Credentialed teachers who provide students with multiple opportunities to demonstrate mastery on assessments and writing assignments
6. EL supports systems are embedded within the curriculum
7. 6th-12th grade students are offered our Foundation course which is designed to support English language development. Those with an ELPAC score of 1 are offered the Newcomers level and those with a score of 2-4 are offered the basic course.
8. EL students are also given priority when determining Tier 2 tutoring support.



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All EAA students who are classified as English Language Learners are supported by Highly-Qualified Credentialed teachers. EL students are accommodated within the curriculum by providing multiple opportunities to demonstrate mastery on all assessments, including writing assignments and also have EL support systems embedded within the curriculum and other various resources for reading, writing, and language support.

### **Student Support Team (SST) Process**

Elite Educators, counselors, and administration will ensure that student success is one of our top priorities. If a student is not making academic progress, Elite Educators will put together an SST plan to help ensure student success. The Student Support Services team will oversee this process and ensure students' needs are being met. This could include additional meetings or outside tutoring.

Students identified for SST support may have one or more of the following:

1. Student is currently failing two (2) or more courses.
2. Student has more than two (2) failing grades on record within an academic year.
3. Student is not complying with Elite Academic Academy's attendance policies.
4. Student has not attempted or complied with the "SST Plan" designed by the Elite staff for support.

The initial SST meeting is when the team gets to know the student and their parents. The team discusses the students strengths and areas where they may be struggling. During the SST meetings an action plan is set in place which are goals that are agreed upon and followed by the student, families and teachers. The parent is required to attend the meetings and follow the action plans that are agreed upon during the meetings. The team determines how often mandatory follow up meetings will occur. Follow up SST meetings are important to discuss what is working and establish new action plans if necessary. These meetings are meant to be a level of accountability and support for teachers, students and families to help students find success in school. If, after the intervention, insufficient progress continues, the team will discuss additional interventions to include possible teacher, academy or school change.

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## **Special Education and 504 Services**

Elite Academic Academy adheres to all laws regarding special education including the California Education Code; the Individuals with Disabilities Education Act (IDEA); Section 504 of the Rehabilitation Act; and the Americans with Disabilities Act (ADA).

As a public school, Elite Academic Academy provides eligible students with disabilities a free appropriate public education (FAPE) through the provision of special education and/or related services, depending on their disability and level of need, under an Individualized Education Program or a Section 504 Plan.

Contact Elite Academic Academy's Special Education Coordinator for more information on Elite Academic Academy's policies and procedures related to the identification, evaluation, placement, and provision of FAPE to students with disabilities.

### **Child Find**

Elite Academic Academy ensures that all children with disabilities within its jurisdiction, including children with disabilities, who are homeless, or wards of the state, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, evaluated, and given proper special services provided by the school. If you suspect your child has a disability, please contact the Elite school counselor for further steps.

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# Elite Academies

## Flex Academy

Students in TK-8th grades enrolled in the Elite Flex Academy (EFA) enjoy a flexible and creative environment in which students and parents can customize their learning and prepare themselves for the future. Flex Academy provides structured flexibility with intensive support. Flex students enjoy weekly virtual instructional meetings with their Elite Educator and individualized pacing guides to support them with their daily activities. The EFA is a blend of both virtual and offline independent study programs for students who need more hands-on support from credentialed teachers to ensure success in school. Students may choose to participate in core and enrichment classes and meet with their California Credentialed Elite Educator at a mutually agreed upon public location or virtually. Our dedicated staff know and understand student needs and may interact with their students as much as three times a week in this independent-study model. EFA educators are available to encourage, support, and guide Elite students and parents on their flexible education journey.

### Parent's Role

Parent support is vital in ensuring student success. The role of a parent at Elite Flex Academy is the following:

1. Provide all required documentation for enrollment.
2. Attend SST, IEP, or 504 meetings if applicable.
3. Make sure students are working daily on their coursework.
  - a. Review/teach daily lessons with students.
  - b. Support students with completing daily lessons/assignments in all subjects.
  - c. Upload/turn in student work daily/weekly.
4. Have students attend and complete all mandated school and state assessments.
5. Update Elite Educators on current phone numbers, emails, and addresses.
6. Communicate regularly with their Elite Educators and return emails and/or phone messages within a 24-hour time period.

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7. Make sure students are touching base with their Elite Educators at least two times a week.
  8. Support students in attending their required weekly instructional meetings.
  9. Create a learning environment that will support the student in making progress and finding success in the Elite Flex program.

## **Elite Educator's Role**

The Elite Educator is the student's primary contact for educational needs. The Elite Educator will:

1. Assist students in creating a comprehensive academic plan and oversee progress towards that plan.
2. Choose an appropriate curriculum for each individual student.
3. Suggest various resources to help meet a student's needs or learning style.
4. Document student learning and assess student progress in all coursework.
5. Proctor all state and internal diagnostics/assessments.
6. Order and deliver curriculum or other instructional resources in a timely manner.
7. Provide information to parent/legal guardian concerning Elite Flex Academy, Community Partner options, testing, field trips, and other special events throughout the school year.
8. Provide information related to Elite Flex Academy policies and procedures.
9. Communicate with the student weekly, meet weekly to ensure academic success, and provide weekly tutoring if needed.
10. Meet with the parent/legal guardian at least once every 30 school days for an academic consultation to verify attendance and ensure that progress has been made based on the established educational plan.
11. Provide report cards at the end of every semester.

## **Missed Meeting**

It is the responsibility of the parent/legal guardian to ensure the student attends required weekly meetings as scheduled with the Elite Educator and/or Flex support/instructional teacher. If the student misses a meeting with their Elite Educator, the

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student will have an opportunity to attend a makeup meeting as designated by the Elite Educator. Failure to attend scheduled or rescheduled meetings on a regular basis will jeopardize your child's enrollment and could ultimately result in being withdrawn from Elite Flex Academy. Parents are also responsible to bring their child(ren) to scheduled tutoring sessions and support sessions as required by the Elite Educator and ensuring their student communicates weekly with their Elite Educator.

## **Curriculum**

EFA offers a variety of curricula. The Elite Educator and student work together to determine the most appropriate curriculum choice to ensure school success. Depending on the student's grade, curriculum options may be online, blended (online and offline), or offline. . Many options are available to make the school experience fun and engaging. Students can participate in novel studies and literature discussions. Students can also participate in hands-on enrichment classes like yoga, music classes, theatre classes, book clubs, art appreciation, current events, career exploration, and physical fitness like golf, cross training and Jiu Jitsu. These offerings may vary by Community Partner center location.

## **Academic Areas of Study**

TK-8th students will be given a schedule/pacing guide that includes activities or assignments that cover all five academic areas.

The five (5) academic areas are:

- English/Language Arts (Reading / Grammar / Writing / Vocabulary)
- Mathematics
- Science
- History / Social Studies / Geography
- Physical Education

Students in TK-8th grade are able to choose between offline, online, or a combination of offline and online curricula. They are given a pacing guide to support them in organizing and creating their school work routines. They are required to complete work daily and submit work weekly to their Elite Educator. TK-3rd grade students are required to interact

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with their Elite educator at least once a week and attend instructional sessions at least twice a week. Instructional sessions can be with their Elite Educator, or another Flex Elite Educator. 4th-8th grade students are required to interact with their Elite educator at least once a week and attend instructional sessions at least four times a week. Instructional sessions can be with their Elite Educator, or another Flex Elite Educator. All Flex students are encouraged to participate in group conversations, virtual webinars, field trips, and workshops. All students are required to complete work daily and submit completed work daily or weekly.

### **Flex Acceleration Tools/Supports**

It is recommended that all TK-2nd grade students use Math and Reading supplemental supports. They can choose from Raz Kids, Fast ForWord, Freckle ELA/Math, Lexia, and/or i-Ready online supplemental support programs. Offline resources are available upon request.

All 3-8 students are required to use Fast ForWord, i-Ready, Lexia, and/or Freckle ELA/Math online supplemental supports if they are below grade level in Reading and/or Math. It is recommended that students use at least 1 of these programs for acceleration if they are at or above grade level in reading and/or Math.

Acceleration: All Flex students are required to receive acceleration support for at least one hour a week if they are struggling or are not making adequate progress in their core classes (English, Math, Science, and/or History). Students will be asked to use educational funds for tutoring before they can use it on other enrichment if they are not making adequate progress in their core classes.

### **Easy Breezy Math**

Easy Breezy Math sessions are held at least twice a week. These sessions are designed to support students in fundamental Math skills such as addition, subtraction, multiplication, division, fractions, integers, expressions, proportions and more. Students are required to attend Easy Breezy Math sessions unless their Elite Educator excuses them from these sessions.

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## **Literacy Cohorts**

Literacy Cohort sessions are held twice a week. These sessions are designed to support students in foundational literacy skills such as phonics, vocabulary, sight words, and writing. Kinder and 1st grade students are invited to attend these sessions. If invited to a Literacy Cohort, students are required to attend unless their Elite Educator excuses them from these sessions.

## **Novel Study Discussions**

Novel Study discussions are held once a week for students in 2nd-8th grade. Novel Study discussions are designed to support students with developing grade level vocabulary and literary skills and strategies. The novel and discussion topics relate to a student's grade level Language Arts class. Students are required to attend Novel Study discussions unless their Elite Educator excuses them from these sessions.

## **TK-5 Instructional POD sessions**

TK-5 Instructional POD sessions are required for all TK-5th grade students. Students meet at least twice a week in their learning pod and receive instruction and support from a Flex educator in Language Arts and Math. In addition to attending these sessions, students must meet at least once a week with their Elite Educator.

## **Middle School Content Support Sessions**

Middle school content support sessions are required for all 6th-8th grade students. Students meet once a day (Monday-Thursday) with a content support teacher and receive instruction in English, Math, Science and Social Studies. In addition to attending these sessions, students must meet at least once a week with their Elite Educator.

## **Study Hall**

Study Hall sessions provide students with the opportunity to complete school work with other students. A Flex educator facilitates study hall sessions and is available to support

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students with content tutoring and answering questions. If invited to a study hall session, students are required to attend unless their Elite Educator excuses them from these sessions.

## **FLEXperience**

FLEXperience is about students experiencing what they are learning through doing. Students research relevant problems, engage in discussions with content experts and peers, and participate in hands-on projects. The experiences lead to enriched learning, a deeper understanding of the concepts, and an increased ability to solve real life problems.

FLEXperience collaborative problem solving challenges are embedded into Science and/or Social studies courses. Students receive credit for participation in these challenges. Students also have the opportunity to participate in in-person FLEXperience challenges.



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## Homeschool Academy

Elite Homeschool Academy (EHA) is for students and families who love the flexibility of learning from their own home, prioritize much choice in curriculum, and parents who are comfortable taking an active role in direct instruction at home. Parents work in conjunction with Elite Educators in this model. Every student benefits from the expertise and support of a California Credentialed Elite Educator.

### Parent's Role

Parent support is vital in ensuring student success. The role of a parent, as the primary provider of instruction to the student at Elite Homeschool Academy, is as follows:

1. Provide all required documentation for enrollment.
2. Attend IEP or 504 meetings, if applicable.
3. Select curriculum, plan and implement daily lessons with the support and guidance of an Elite Educator. The Elite Educator will assist in curriculum selection, and/or creating lesson plans, and daily schedules.
4. Provide academic instruction daily in at least two or more subjects, in accordance with Independent Study Policy (see 'Attendance' section below)
  - a. TK/Kindergarten - 3.5 hours of core instruction per day which includes physical education, music, and art
  - b. 1st -3rd Grade - 4.8 hours of core instruction per day which includes physical education, music, and art
  - c. 4th-8th grade - 5.2 hours per day of core instruction which includes physical education, music, art, or foreign language
  - d. 9th-12th grade - 6.2 hours per day of core instruction which includes all high school classes
5. Have students attend and complete all mandated school assessments, plans of intervention, tutoring sessions, synchronous sessions, and teacher meetings.
6. Communicate regularly with their Elite Educators and return emails and/or phone messages within a 24-hour period. Failure to communicate and submit school work to ensure learning is happening with Elite Staff in a timely manner will result in an

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evaluation meeting to determine if a student needs an academy/teacher change or should be exited from the program. Access to a computer and email is vital.

7. Touch base with their Elite Educator minimum once per week and meet in person if required.
8. Sign all necessary documentation in a timely manner (Master Agreements, Learning Logs, etc.)
9. Submit proof of learning through student work weekly to their Elite Educator.
  - a. Parents/Students submit work from each core subject each week to their Elite Educator in accordance with their educational plan. Failure to submit work will impact student attendance and Elite's ability to verify student progress and learning. A required Homeschool Administration Meeting will be set-up to determine if a student needs an academy/teacher change or should be exited from the program.
10. Be prepared and meet with their Elite Educator at least once approximately every 20-35 school days for an Academic Consultation (ie. Learning Period Meeting). Meetings are approximately 45 minutes – 60 minutes per student. At the Learning Period Meeting, the parents should be prepared to do the following:
  - a. Have each student prepared to discuss all of the learning that occurred over the learning period.
  - b. Arrive on time to scheduled meetings with all necessary materials.
  - c. Provide a comprehensive review, summary, and reporting of student work that was done.
  - d. Provide parent-reviewed assignments, assessments, and writings that were completed during the learning period.
  - e. Bring in the whole body of work that was completed during the learning period to the meeting. Be prepared for the Elite Educator to look over the work and to pick one sample from the body of work that will be put in the student/s portfolio.

Learning Period Meetings are required. Students/Parents who missed their meeting with their Elite Educator will have an opportunity to attend a makeup meeting as designated by the Elite Educator. Failure to attend scheduled or rescheduled meetings will result in a required Homeschool Administration Meeting to determine

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if a student needs an academy/teacher change or should be exited from the program.

11. Attend required Elite Homeschool Trainings. New incoming parents to Elite Homeschool Academy are required to attend at least one offered training session per semester.
12. Submit Reimbursement Pre-Approval and Reimbursement Ticket Submissions for Non-Approved Elite vendors in a timely manner.

### **Homeschool Elite Educator's Role**

The Elite Educator is the parent's/legal guardian's primary contact for the student's educational needs. The Homeschool Elite Educator will:

1. Assist parent/legal guardian in creating a comprehensive academic plan and oversee progress towards that plan.
2. Offer guidance with respect to curricular choices and suggest various resources to help meet a student's needs or learning style.
3. Document student learning, and assess progress at each of the learning periods in the academic year in five (5) academic areas: English/Language Arts, Math, Science, History/Social Studies, and Physical Education.
4. Keep students engaged with weekly meetings/check-ins, and provide academic support/tutoring as needed to ensure success.
5. Proctor all state and local assessments.
6. Order and deliver curriculum or other instructional resources in a timely manner.
7. Works with parents to ensure students have proper tools to engage in curriculum daily (wifi, computer, supplemental materials).
8. Connects students with VAPA or Athletics Leads, identifies struggling students, and provides and oversees progress in tutoring or other necessary resources (Lexia, Fast Forward, ALEKS, i-Ready, etc).

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9. Provide assistance or training as needed for families regarding educational online resources offered by the school.
  10. Provide information to parent/legal guardians concerning Elite Academic Academy Community Partner options, testing, field trips, and other special events throughout the school year.
  11. Provide information related to Elite Academic Academy policies and procedures.
  12. Meet with the parent/legal guardian and student at least once every 35 school days for an academic consultation to verify attendance, collect portfolio samples and ensure that progress has been made based on the established educational plan.
  13. Keep a running record of available educational funds and ensure funds are used for acceptable educational enrichment after core curriculum needs are fulfilled.
  14. Elite Educator will approve and process reimbursements for approved materials as well as outside services. All reimbursements must be approved by the Elite Educator as well as the Virtual Director and will only be approved if academic progress is being made.
  15. Elite Educator will provide synchronous Instruction for students. Based on each student's grade level, Elite Educators will offer opportunities for synchronous instruction and/or daily live interaction.
    - a. Grades TK-3: Daily Synchronous Instruction
    - b. Grades 4-8: Weekly Synchronous Instruction, Daily Live Interaction
    - c. Grades 9-12: Weekly Synchronous Instruction

## **Learning Period Meetings**

The purpose of the Learning Period Meeting is to meet with the student and parent/legal guardian to document the learning that has taken place during the prior attendance period and to determine whether or not progress has been made based on the educational plan that was established for the learning period. Meetings are approximately 45 minutes – 60

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minutes per student. There will be seven academic consultations during the school year. At this meeting, the Elite Educator will:

1. Review with you and your student(s) the whole body of work, and learning that has occurred, discuss how the learning has occurred, and consider how the learning was assessed or evaluated.
2. The Elite Educator assesses the student's academic progress in each learning area through discussion and review of completed work.
3. Review the work produced by each student (chat with your child and listen to all they have learned) and use the work produced to verify attendance.
4. Determine if sufficient work has been completed for the learning period - if not, attendance will be docked, and tutoring might be required to catch up on missed work. This will be determined by your Elite Educator. If insufficient work is done, additional tutoring will be required (by Elite Educator once per week) and additional tutor-paid out of educational funds if needed. Educational funds for enrichment activities will not be provided if insufficient work is done. More than 10% of absences in a 4-week period may require a meeting with the Director to discuss if homeschooling is an appropriate placement and steps toward academic success.
5. Collect portfolio samples for each learning period-one to two samples per subject: language arts (includes reading comprehension, writing, vocabulary, grammar, and spelling), math, science, social studies (includes history and geography), and one physical education log with a written summary.
6. Assess progress by reviewing graded student work, assessments, and learning activities and confirm attendance by work samples.
7. Take notes to complete the student's assignment and work record, which officially documents the student's educational progress in each academic area.
8. The Elite Educator may also request the parent/legal guardian email an outline of what was done on a daily basis prior to the academic consultation meeting.
9. Document Community Partner services and discuss reimbursements for unapproved Community Partners if sufficient academic progress is being made and give written approval.
10. Assist the parent/legal guardian in establishing academic goals, the pace of learning, or methods of instruction for the upcoming learning period(s).

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11. Administer various local assessments and assist in setting additional academic goals for student progress based on the assessment results. Academic consultations can be a time when local assessments are proctored.
  12. Discuss and review grades for each learning period, report cards, and final assessment grades.

These meetings provide time for the parent/legal guardian to ask for and receive support in areas such as curriculum selection, teaching strategies, pacing, and educational methodology. The student will have time to discuss the various assignments and the Elite Educator will discuss/evaluate student learning/progress. This can occur through games, discussions, and presentations made by the student. Have your student be prepared to share what they have learned. Bring pictures, books, and summaries of experiments done. During the academic consultation, the Elite Educator will continue to monitor progress made toward the academic plan. The Elite Educator may also initiate various types of informal assessments to help guide the instruction as well as mandate more frequent meeting requirements.

Elite Educators are available to answer any general questions about the school. If he/she is unable to answer a specific question, the Elite Educator will research the answer and respond.

Learning Period Meetings are required. Students/Parents who missed their meeting with their Elite Educator will have an opportunity to attend a makeup meeting as designated by the Elite Educator. Failure to attend scheduled or rescheduled meetings will result in a required Homeschool Administration Meeting to determine if a student needs an academy/teacher change or should be exited from the program

## **Student Academic Portfolios**

Elite Academic Academy must comply with independent study regulations, which require work samples to be submitted to the Elite Educator for each student. Portfolio samples will be collected by Elite Educators at each Academic Consultation. The portfolio samples can be returned at the end of the year if requested, otherwise, they will not be returned.

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Items required in a student's portfolio: One to two samples from each core academic area at each meeting. Samples can be the following:

1. Original written work samples
2. Photographs of projects with a written description of the activity (Dictation is permitted for TK – 2nd-grade children if they do not know how to write or are just beginning to learn how to express their thoughts in writing; otherwise the student should be the one who is composing and submitting a writing sample to accompany the picture)
3. Proof of projects, performances, etc.
4. All samples must have something written or drawn by the student.

**Guidelines for Portfolio Submissions:**

1. Student name must be on each sample.
2. All samples should be clean and presentable. Portfolio samples should represent a student's best work.
3. Samples need to be indicative of each student's level of academic ability.
4. For photograph samples, the portfolio sample photo must include a student written (or dictated by for K-2) description of what was learned.
5. Portfolio sample submissions must be reviewed by the parent/legal guardian.

Activity-based learning logs are acceptable for portfolio samples (i.e. PE logs, Music Logs) if they include a short, hand-written summary of what was learned or practiced in the student's writing.

**Transitional Kindergarten**

Transitional Kindergarten (TK): Students must turn 5 between September 2-February 2. Kindergarten age-eligible students are allowed to choose TK if their 5th birthday is between June 1st-September 1st; however, they must sign the Kindergarten Continuance Form verifying that the parent/guardian agrees to have his/her child continue in kindergarten for one additional year. Students may not be promoted from TK to 1st grade.

Kindergarten: Students must turn 5 on or before September 1.

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## **Kindergarten-Eighth Grade Academic Areas of Study**

It is important when planning your child's learning to include activities or assignments that cover all five academic areas.

The five (5) academic areas are:

- English/Language Arts (Reading / Grammar / Writing / Vocabulary)
- Mathematics
- Science
- History / Social Studies / Geography
- Physical Education

## **High School Coursework**

Homeschooling differs from independent study programs (ie. Flex Learning, Virtual Academy) due to the high level of parent/guardian involvement. To participate in this program effectively, students should have resources available within the home that provide them the tools to be successful in learning.

Students enrolled in Elite Academic Academy Home High School must meet with their Elite Educator weekly in addition to the academic consultation meetings. This is to ensure that adequate progress is being made and to help the student develop good learning habits. The Elite Educator will help set daily and weekly goals. The nature of Elite Academic Academy's Home High School program is to provide students with flexible learning opportunities within their communities. While the Elite Educator works with the parent/guardian to create an academic learning plan, it is the responsibility of the parent/guardian to ensure that the student is receiving adequate instruction and meeting his/her learning objectives.

The school counselor will work with families and their Elite Educator to develop a four-year plan based on the student's post-secondary goals and interests, and follow California State guidelines.



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High school credit can be earned by taking courses online, with books, or at a community college as approved by School Counselor. Parents will be provided a syllabus and your Elite Educator will pace out the assignments at the required weekly meetings.

Students wishing to take community college courses must be in good academic standing, and require prior written approval from the Elite Academic Academy counselor. Official transcripts must be submitted to Elite Academic Academy in order to receive credit.

### **Online Courses**

Online courses through specific Community Partners are available for students. Elite Virtual Academy, Strongmind, BYU, UC Scout, and Williamsburg are a few of the many options. These may include A-G approved courses, core courses, and electives. Students must understand the responsibilities of taking online courses, including regular communication with the Elite Educator as well as the online instructor to ensure completing coursework in a timely manner. Online courses must all be paid for from Educational Funds.

### **Custom Courses**

Custom courses are permissible as approved by the Elite Educator and Homeschool Director. Please use the Custom Course Form in order to apply for a newly created course. Custom courses must meet California state standard requirements.

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## Virtual Academy

Elite Virtual Academy is a 100% online program for students in grades 6-12 (middle school and high school) who are independent, motivated, and prefer a learning environment with structured flexibility. Students have the ability to customize their learning pathway to reach their personal and academic goals. Elite Virtual Academy also provides intensive support. Students enjoy weekly virtual meetings with their Teacher of Record, live sessions with Content Teachers, and individualized pacing guides to support them with their daily activities. Students participate in core and enrichment classes and have opportunities for hands-on learning and in-person field trips. Our dedicated teachers know and understand student needs and are available to support students daily, even though it is an independent-study model. Virtual Academy educators are partners with families who encourage, support, and guide students and parents on their educational journey.

### Parent's Role

Parent support and collaboration is vital in ensuring student success. To ensure student academic, emotional, and social growth, it is vital the parent takes interest in their student's education. As an Elite Parent, it is vital that parents/guardians:

1. Provide all required documentation for enrollment.
2. Attend IEP, SST, and 504 meetings, if applicable.
3. Ensure the student has technology and internet access.
4. Have student attend and complete all mandated school assessments.
5. Communicate regularly with their Elite Educators and return emails, and text messages, and/or phone messages within a 24-hour time period. (Access to a computer and email is vital)
6. Ensure students touch base with their Elite Educator once per week via phone, Zoom, email, or through the Learning Management System, attends Live Sessions with their Content Teacher, and Synchronous Sessions with Teacher or Record.
7. Sign all necessary documentation for Elite Virtual Learning in a timely manner (Master Agreements, Learning Logs, etc.)
8. Ensure your student logs in and submits coursework daily.

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## **Elite Educator's (Teacher of Record) Role**

The Elite Educator is the parent's/legal guardian's primary contact for their student's educational needs. The Elite Educator will:

1. Oversee/monitor student progress in virtual courses.
2. Maintain announcements in the virtual Homeroom classroom.
3. Document student learning.
4. Proctor all state and local assessments.
5. Provide assistance or training as needed for families regarding educational online resources offered by the school.
6. Provide information to parent/legal guardian concerning Elite Virtual Academy Community Partner options, testing, field trips, and other special events throughout the school year.
7. Provide information related to Elite Virtual Academy policies and procedures.
8. Communicate with the parent/legal guardian and student when academic interventions need to take place.
9. Keep a running record of available educational funds and ensure funds are used for acceptable educational enrichment after core curriculum needs are fulfilled.
10. Elite Educator will approve and process reimbursements for approved materials as well as outside services. All reimbursements must be approved by the Elite Educator as well as the Virtual Director and will only be approved if academic progress is being made.
11. Work together with Elite Virtual Academy's school counselor to ensure academic, emotional, and social progress is being made by each student.
12. Work together with Elite Virtual Academy's school counselor to provide college and career opportunities for each student.

## **Academic Progress**

Adequate academic progress is required each learning period and is determined by the quality and amount of work done in the student's virtual courses. Adequate progress is determined by work toward learning period goals as developed by the parent and the Elite Educator.

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If adequate academic progress is not being made, the Elite Educator will offer suggestions including but not limited to the following:

1. Weekly Virtual tutoring with their Elite Educator, Elite Content Teacher, or Elite tutor.
2. Change of course or change of program placement.

If after the changes are implemented and there is still no adequate progress, the Elite Educator, Elite Counselor, and Elite Virtual Director will meet to discuss how to ensure progress is being made. This can include, but is not limited to, a Student Success Team (SST) where stakeholders come together to create a plan of interventions for student success.

## **Online Courses**

Each semester, middle school students will complete either five core courses or six including an elective. High school students will be enrolled in six courses each semester to complete graduation requirements. Students who are close to meeting graduation requirements will take a minimum of four courses if that is all that is left to complete their graduation requirements. If less than four courses are left to complete the requirements during the semester, students will take the last courses left for completion and can accelerate the courses toward completion.

Elite Virtual Academy online courses are offered through the Canvas Learning Management (LMS) system. A-G approved core and elective courses, as well as non A-G courses, may come from Elite proprietary courses, StrongMind, Edmentum, UC Scout, or other approved course publishers. Courses are taught by highly qualified Elite Content Teachers with subject-matter expertise.

Students must understand the responsibilities of taking online courses, including regular communication with the Elite Educator, as well as the Elite Content Teacher, to ensure completing coursework in a timely manner.

Students may retake assignments within the course up to two (2) times. Exams may be taken only one (1) time. The only exception to allowing students to retake an exam is that the student must meet with the content teacher to review the standards and concepts.

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Once the teacher sees a mastery of the content/standard(s), the teacher will re-open the exam for the student to retake. The Elite Content Teacher will provide feedback to students within a week of students turning a graded assignment in for a grade.

## **Course Catalog**

For a complete and current course catalog, please visit the Elite Academic Academy website or contact your Elite Educator. Courses are continuously updated, so be sure to visit the website for the most current courses and updates. For the latest information on the high school A-G approved courses, please visit [Elite Academic Academy UC/CSU A-G Website](#).

## **Syllabus**

Each course in the Canvas Learning Management System contains a course syllabus. Please be sure to read the course syllabus so that all course objectives and expectations are clear. The syllabus also provides teacher contact information.

## **Synchronous and Live Sessions**

Elite Virtual Academy provides students with weekly synchronous Check-In Meetings and Academic Support Sessions with their Teacher of Record.. At Weekly Check-In Meetings, students create individualized learning plans and schedules, review grades and academic progress, plan enrichment opportunities and determine needs for extra support. In Academic Support Sessions, students are provided the opportunity to receive live instruction from their Teacher of Record on concepts and competencies to be learned that week and get support with completing schoolwork. Students are required to attend a lesson synchronously with their teacher of Record/Elite Educator at least once per week.

Elite Content Teachers provide at least one live session per course per week that is focused on mastery of the learning objectives within the course. Students not attending the live session are expected to watch the recording in order to learn all relevant course material. If, after attending the live session and/or watching the recording, students are still struggling with a concept, students can attend the Content Teacher's scheduled labs and/or study halls or request a one-on-session with the Content Teacher.

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## **Course Announcements**

Students can find the weekly course announcements in their specific course under Course Announcements. Students are expected to read all course announcements as they provide important information about live sessions, assignments, and valuable resources students need for successful course completion.

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# Technology

## Acceptable Use Agreement

Elite Academic Academy (“EAA”) offers its educational community a wide range of technologies and online tools to support teaching and learning. EAA is committed to promoting a respectful, secure, and responsible learning environment in all areas of the educational setting, including the digital context. This Technology Acceptable Use Agreement (“AUA”) provides students and parents (all references to “parents” in this AUA include parents and/or legal guardians) with the rules, expectations, and guidance for a student’s appropriate use of EAA technology.

Use of EAA technology shall comply with all Elite Academic Academy Board policies and procedures as well as all applicable federal and state laws. California Education Code 48900 also applies to this AUA.

EAA technology includes computing devices and peripherals (e.g., computers, laptops, tablets, wearable technology, etc.); network and communication devices/services (telephones, wireless networks including WiFi access points, email systems, etc.); EAA-managed online services (such as G-Suite/Google Apps For Education, Parent/Student Square, StrongMind, etc.); access to all online collaboration and information sources; and any and all future technology provided to students.

The use of EAA-provided online accounts and technology is a school-sponsored activity. Actions and behaviors while using school accounts and/or technology falls under the purview of this AUA. Students are cautioned to communicate responsibly while online at all times to ensure the school environment remains safe and welcoming to all.

By accepting and using EAA technology students and parents agree to the following:

1. Students and parents grant specific consent, as defined by the California Electronic Communications Privacy Act (also known as “CalECPA” or Senate Bill 178), for EAA to review and monitor all electronic communication information and electronic device information created with, stored on, or transmitted via EAA technology.

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2. Student use of EAA technology may be monitored or accessed without any further advanced notice. Students have no reasonable expectation of any right to privacy while using EAA technology; which includes any and all files and communications traveling over or stored on its network, or while using EAA provisioned accounts and online resources including email and online collaboration tools.
  3. Elite Academic Academy staff may act as an authorized agent for the creation of online student accounts solely for educational purposes in accordance with state and federal student information privacy laws (COPPA, FERPA, SOPIPIA, etc.). EAA-managed student accounts may include, but are not limited to, online accounts created to access Google G-Suite (Google Apps for Education), StrongMind, ParentSquare, Fast ForWord, and any other apps, programs, or online services and digital curriculum resources for the purpose of student learning.

By law, parents may choose to opt-out of this implied parental consent by obtaining a Student Online Account Opt Out Form from the Instructional Technology Dept, completing the form, and scheduling a conference with the school Director to discuss the reasons for and the consequences of opting out, which may include an inability to continue accessing the EAA curriculum.

1. The following activities or uses of technology are prohibited to ensure a respectful digital learning environment:
  - Using technology to threaten, bully, or harass others by sending, accessing, uploading, downloading, or distributing text, images, or other materials or means that are offensive, threatening, profane, obscene, or sexually suggestive or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion or political beliefs.
  - Searching for, accessing, creating, or possessing lewd, sexually suggestive, graphically violent, illegal, or derogatory/demeaning images and/or media files.
  - Bypassing (or attempting to bypass) the EAA's internet content filter through a web proxy, anonymizers, or other means from an EAA device.



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## Use of Artificial Intelligence Technology

With the increase in AI and other technologies, it is important that students understand the implications of using AI and other technological innovations on academics, career, and life.

According to ChatGPT's Terms of Use, it acknowledges its limitations and inaccuracies, saying the technology is evolving to "make [it] accurate, reliable, safe and beneficial." The Terms of Use go on to say that it can provide "incorrect [information] that does not accurately reflect real people, places, or facts."

Students using AI to complete coursework and submit it as their own work is academic dishonesty and has the same consequences as plagiarism.

- You must be at least 13 years old to use the Services.
- If you are under 18 you must have your parent or legal guardian's permission to use the Services.

## Online Netiquette

"If you wouldn't do or say it in real life, don't do it online either."

Netiquette refers to the rules that apply to EAA's online communication. Below are guidelines for students to adhere to for email and when posting online for class discussions, collaboration, and presentations:

1. Do not type in ALL CAPS! To others reading your screen, it seems as though you are yelling!
2. Stay on topic; if the conversation leads you in a completely different direction, leave the other topic for discussion via IM, online chat groups, clubs, in person, or on the phone.
3. Do not badmouth others or call them names. If you disagree with a classmate on a topic, state your opinion without name calling.
4. Address classmates with their names. Always say "please" and "thank you." Manners go a long way!

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5. Make sure you read through the entire discussion thread before responding. Someone else may have already posted your idea.
  6. Always check spelling, and grammar, and read through your response before posting. Autocorrect can sometimes be incorrect.
  7. Be forgiving of your classmates if they make a mistake. We are all in this together to learn and sometimes the best lessons come from simple mistakes.

## **Elite Google Accounts**

Students will use Elite-issued Google Suite accounts to complete assignments, communicate with their teachers, sign in to Chromebooks (when issued), and learn 21st-century digital citizenship skills.

These tools include:

- Gmail: an email account within the Elite domain, i.e. Joe.Chavez@eliteacademic.com (with limited capabilities)
- Google Docs: word processing, spreadsheet, presentation and drawing applications that allows multi user access and editing.
- Google Drive: document storage that allows the student to access documents from any device with web capabilities.

Remember that G Suite is a school environment. You are responsible for following all Elite Academic Academy guidelines when using these tools. Although parents may request that students share the password with them, it should not be shared with anyone else.

## **Elite-Issued Chromebooks**

Students needing access to technology may have an Elite Chromebook issued to them. Use of this equipment/property is for the benefit of the student and any other use is not authorized.

1. Loaned equipment/property shall be reasonably safeguarded and secured.
2. Loaned equipment/property remains the property of Elite and will be returned when the student ends enrollment or upon the request of Elite staff.

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3. Any loss or damage of equipment/property SHALL be immediately reported to Elite Academic Academy Charter School (EAA). The borrower is fully liable for any damage or loss occurring to the equipment due to negligence during the period of its use. The cost for repairs or replacement will be taken from educational funds. Users shall not be responsible for damage due to normal wear and tear or due to an internal hardware/software failure.
  4. Students will only use their Elite-issued school Google account when using an issued Chromebook.
  5. Chromebooks are filtered and monitored for inappropriate internet usage. Repeated violations could result in forfeiture of the use of the device, and/or disciplinary action.
  6. Chromebooks are also filtered and monitored for student safety concerns (ie: searches related to self harm, violence, mental health emergencies, etc.). It is recommended that students utilize personal devices or a paper journal for personal writing or activities.

### **Elite-Provided Internet Access**

Internet access allows students to meet the attendance requirement for courses; offers valuable information for the students academic research; and allows diversity for learning. It must be used in a responsible, ethical, safe, and legal manner.

On a global internet network, it is impossible to control all materials and sometimes students may discover controversial information by accident or deliberately. Elite-issued Chromebooks are equipped with a web filter and monitor program to limit exposure to inappropriate material, but Elite Academic Academy (EAA) families should be aware that some material available and accessible on the internet may contain inaccurate information, offensive information, and some potentially illegal items.

With this said, Elite Academic Academy does not authorize and does reject all claims accessed via the internet. This disclaimer includes direct, incidental, consequential, indirect, or punitive damages arising from the use of the internet. EAA believes that the benefits from the use of the internet for academic purposes far outweigh that of material that users may procure which is inconsistent with EAA's academic goals.

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Internet access is a privilege, not a right; therefore, students, families, and staff must adhere to the strict guidelines of EA internet use. Below are examples of internet usage which may result in punishable infractions:

- Using obscene, profane, lewd, vulgar, rude, threatening, or disrespectful language (CA Law & EVA policy)
- Copying or plagiarizing internet content.
- Creating or distributing computer viruses or other harmful content Hacking into others' systems
- Sending spam mail

When students end their enrollment with Elite, the family is responsible for packaging the device so as to prevent breakage and returning it to Elite Academic Academy within 14 days of withdrawal. Failure to return the device will result in a bill of charges being sent to the family.

## **Student Profile Picture on Elite Applications**

When uploading your student picture in the LMS or to any other Elite account, there are guidelines to follow. Your portal photo should follow these guidelines:

1. A single headshot from the shoulders up; do not include photos with groups of people.
2. A current photo.
3. Make sure your photo is right-side up and not slanted or sideways.
4. Do not use blurry photos or photos with a filter.
5. Writing on the photo is not permitted.
6. Not include any profanity, grand-related symbols, or offensive content

## **Cyberbullying and Harassment**

Elite Academic Academy have a zero-tolerance policy for cyberbullying or harassment of any kind. Students are responsible for behaving in an appropriate, responsible, ethical, and legal manner when communicating online or in person.

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1. Harassment is defined as any unwanted conduct or creating an unpleasant or hostile situation based on a protected class (i.e. race, color, national origin, religion, gender, age, disability, or sexual orientation).
  2. Cyberbullying can be, but is not limited to, threats, insults, verbal abuse, racial slurs, and sharing negative, harmful, false, or mean content about someone else through digital devices and platforms (IM, email, discussion threads, chat rooms, websites, social media, etc.).
  3. Offensive content is defined as, but is not limited to, sexual comments, sexual images, racial slurs, gender-specific comments, disabilities, color, race, or economic status. Examples of this behavior include but are not limited to:
    - a. Sending false, cruel, vicious messages.
    - b. Creating websites that have stories, cartoons, pictures, and jokes ridiculing others.
    - c. Breaking into an email account and sending vicious or embarrassing materials to others.
    - d. Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and forwarding that information to others.
    - e. Posting a picture of someone else without their permission.

When communicating in the EAA online environment, students are expected to adhere to the following procedures, regulations, and policies:

1. Accepting an instant message (IM) means it will be used properly for school purposes and communication with faculty and staff will be appropriate and free from cyberbullying or harassment.
2. Communication via email or Live Sessions will be free from cyberbullying and harassment. Contents in an email or Live Sessions will be school appropriate.
3. Cyberbullying or harassment by any faculty, parent/guardian, or student will not be tolerated in the online environment or in person.

Harassment, cyber-bullying, and offensive content are actions that present situations which interfere with the culture of Elite Academic Academy and student academic and social success; they will not be tolerated.

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## **Student Reporting for Cyberbullying/Harassment**

If a student feels that he/she is a victim of cyber-bullying or harassment, the following steps should be followed:

- Do NOT respond to the person accused of harassment or cyberbullying.
- Keep evidence of cyber-bullying and record the times, dates, and descriptions or screenshots of the bullying.
- If the cyberbullying from another student occurs during a live session or group assignment, notify the Elite Educator and send the Elite Educator documentation as soon as possible.
- If Cyberbullying or harassment occurs from another Elite student outside of the classroom environment, document the incident and send the documentation to the Program Director as soon as possible.
- If the Cyberbullying or harassment is from an Elite Faculty member, document the incident and report it to the Program Director as soon as possible.
- If the Cyberbullying or harassment is from an Elite Administrator, document the incident and report it to the School Counselor as soon as possible who will report it to the Chief Executive Officer.

## **Administrative Action Plan for Cyberbullying/Harassment**

When a student reports an incident of cyber-bullying or harassment to an Elite Educator, the Elite Educator will follow the protocol below:

1. Review documentation of abusive communication from the student.
2. The Elite Educator will discuss the incident with the accused student and determine the best course of corrective action. If the incident is severe enough, the teacher will contact the Program Director. Documentation of the incident will be placed in the student's discipline file.
3. The Elite Educator will schedule a phone conference with the accused student's parent(s)/guardian to discuss the matter.
4. If, in the sole discretion of EAA the incident warrants consideration of expulsion, EAA may initiate the expulsion process.

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When a student reports an incident of cyberbullying or harassment to a Program Director, the following protocol will occur:

1. The Program Director will collect all available documentation concerning the incident.
2. The Program Director will discuss the incident with the student and will decide what further actions if any, are appropriate. Documentation of the incident will be placed in the student's discipline file.

If a student reports harassment or cyberbullying by an EAA staff member or Community Partner, EAA will take necessary actions in accordance with EAA policies and as required by state and federal law.

Consequences for students who partake in Cyberbullying or Harassment may include:

1. Participate in a parent(s)/guardian conference.
2. Receive a warning about a possible expulsion for a repeated offense.
3. Work with the school counselor to complete a bullying prevention program.
4. Attend counseling sessions.
5. Referred to be a candidate for expulsion.
6. Notification sent to Law Enforcement.

The Program Director will promptly notify the parents or guardians of the target and the aggressor about the results of the investigation; and, if bullying or harassment is found, what action is being taken to prevent further acts of bullying or retaliation. Because of the legal requirements regarding the confidentiality of student records, the Program Director cannot report specific information to the target's parent or guardian about the disciplinary action taken unless it involves a "stay away" order or other directive that the target must be aware of in order to report violations.

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# Policies, Procedures, and Regulations

## Policies

### Residency Policy

Elite Academic Academy shall offer independent study to students who are legal residents of the state of California and reside within the Charter's enrollment boundaries. The policies found herein define the standards of residency which will be used by Elite Academic Academy (the Charter School).

The following written policies have been adopted by the Board for implementation at the Charter School:

Definition of Residency: A student has residency in the state and county of the residence of the parent/guardian with whom that student maintains their place of abode. Residence denotes any factual place of abode of some permanency that is more than a mere temporary stay. Owning a home in California or any particular county does not qualify a student to attend Elite Academic Academy unless this is the student's primary residence.

Only students who are residents within Elite Academic Academy's enrollment boundaries shall be permitted to enroll pursuant to the following California Education Code:

Notwithstanding paragraph (1) of subdivision (e) of Section 47605 or any other law, community school and independent study average daily attendance shall be claimed by school districts, county superintendents of schools, and charter schools only for pupils who are residents of the county in which the apportionment claim is reported, or who are residents of a county immediately adjacent to the county in which the apportionment claim is reported. [EC §§ 51747.3 (b)(1)]

Likewise, only students who are residents of the state of California shall be permitted to enroll pursuant to the following California Education Code:



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Thus, the average daily attendance in a charter school may not, in any event, be generated by a pupil who is not a California resident. Therefore, a student who is not a resident of the state of California is not eligible to attend Elite Academic Academy. [EC §§ 47612(b)]

Additionally, reasonable evidence of residency for a pupil living with his or her parent or legal guardian shall be established by current documentation showing the name and address of the parent or legal guardian within the school's boundaries, including, but not limited to, any of the following documentation [EC §§ 48204.1]:

- Property tax payment receipts
  - Rental property contract, lease, or payment receipts
  - Utility service contract, statement, or payment receipts
  - Pay stubs
  - Voter registration
  - Correspondence from a government agency
  - Declaration of residency executed by the parent or legal guardian of a pupil
1. Residency for a Student on an Extended Traveling\* Vacation: A student on an extended vacation lasting longer than four weeks will not be deemed to have lost California residency by the Charter. Prior approval will be needed by the CEO, or designee, for any travel longer than four weeks.
- \*Families that are residing in a family-owned home, out of attendance areas, for more than four weeks in a school year are not considered to be traveling and will have lost eligibility to attend our school. The school does not allow for out-of-state education for extended periods of time (more than 4 weeks in a school year) even if the family continues to own a home in our attendance area, it will be deemed they are not residing in our attendance area.
2. Location Material Will Be Mailed To: All materials will ONLY be mailed to the address identified in the student's records in their proof of residence documentation.
  3. In Person Services; Elite Academic Academy is not obligated to provide any in person services or schedule in person meetings while students are traveling. Zoom meetings

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may continue , as applicable, and in alignment with all credentialing/licensing laws while a student temporarily travels.

4. Student's Residency is in Question: If there is reason to believe that a student's residency is in question, Elite Academic Academy may investigate to determine the home address's authenticity.

When it is determined that a student lives outside of its boundaries, Elite Academic Academy will provide written notice of the determination of nonresidency within five days of its intention to disenroll the student. If the parent/guardian has not provided the Proof of Residency or affidavit within five (5) school days, Elite Academic Academy will disenroll the student from the school.

5. Children of Military Families: Elite Academic Academy will serve children of military families, as defined by Education Code section [48204.6 (b)], as follows:

(b) Notwithstanding Section 48200, the local educational agency serving a pupil who is a child of a military family shall do either of the following:

(1) Allow the pupil to continue his or her education in the school of origin, regardless of any change of residence of the military family during that school year, for the duration of the pupil's status as a child of a military family.

(2) For a pupil whose status changes due to the end of military service of his or her parent during a school year, comply with either of the following, as applicable:

(A) If the pupil is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the pupil to continue his or her education in the school of origin through the duration of that academic school year.

(B) If the child is enrolled in high school, allow the pupil to continue his or her education in the school of origin through graduation.

6. Homeless Youth: Elite Academic Academy will be considered to be a pupil's school of origin for a homeless youth when the child attended Elite Academic Academy when

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permanently housed or was last enrolled in Elite Academic Academy before becoming homeless. Elite Academic Academy will serve homeless youth, as defined below, whose residency has changed as follows:

(48852.7) (a) At the point of any change or any subsequent change in residence once a child becomes a homeless child, the local educational agency serving the homeless child shall allow the homeless child to continue his or her education in the school of origin through the duration of homelessness.

(b) If the homeless child's status changes before the end of the academic year so that he or she is no longer homeless, either of the following apply:

(1) If the homeless child is in high school, the local educational agency shall allow the formerly homeless child to continue his or her education as the school of origin through graduation.

(2) If the homeless child is in kindergarten or any of grades 1 to 8, inclusive, the local educational agency shall allow the formerly homeless child to continue his or her education in the school of origin through the duration of the academic school year.

7. Foster Youth: Elite Academic Academy will be considered to be a pupil's school of origin for foster youth when the child attended the Elite Academic Academy at the initial detention or placement or any subsequent change in the placement of a foster child for the duration of the jurisdiction of the court. EAA will serve former foster youth, as defined below, whose residency has changed as follows:

(48853.5 (f)) (1) At the initial detention or placement, or any subsequent change in the placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue their the foster child's education in the school of origin for the duration of the jurisdiction of the court.

(2) If the jurisdiction of the court is terminated before the end of an academic year, the local educational agency shall allow a former foster child who is in kindergarten or any of grades 1 to 8, inclusive, to continue the former foster child's education in the school of origin through the duration of the academic school year.

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(3) (A) If the jurisdiction of the court is terminated while a foster child is in high school, the local educational agency shall allow the former foster child to continue the foster child's education in the school of origin through graduation.

8. Migratory Youth: Elite Academic Academy will be considered to be a pupil's school of origin for a migratory youth when the child attended the Elite Academic Academy at the time the pupil's status changed to a pupil who is a migratory youth. Elite Academic Academy will serve migratory youth, as defined below, whose residency has changed as follows:

For purposes of this section, the following definitions apply:

(48204.7) (a) (b) Notwithstanding Section 48200, the local educational agency serving a pupil who is a migratory child shall do either of the following:

(1) Allow the pupil to continue their education in the school of origin, regardless of any change of residence of the migratory child during that school year, for the duration of the pupil's status as a pupil who is a migratory child.

(2) For a pupil whose status changes as a pupil who is a migratory child during a school year, comply with either of the following, as applicable:

(A) If the pupil is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the pupil to continue their education in the school of origin through the duration of that academic school year. (B) If the child is enrolled in high school, allow the pupil to continue their education in the school of origin through graduation.

## **McKinney-Vento Information**

If an EAA student is in a situation that qualifies as homeless, based on the McKinney-Vento definition below, and the student is interested in receiving information about resources available in their area, please contact our McKinney-Vento Liaison/school social worker.

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The McKinney-Vento Homeless Assistance Act defines homeless as:

(A) individuals who lack a fixed, regular, and adequate nighttime residence; and

(B) includes-

(i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

(ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

(iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

(iv) migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

Elite Academic Academy will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual, and each homeless youth, has equal access to the same free, appropriate public education as provided to other children and youths in accordance with applicable law.

## **Foster Youth Information**

If an EAA student is considered a Foster Youth, they have several legally protected educational rights. These rights include: the right to remain in their school of origin, the right to immediate enrollment, the right to partial high school credits for all classes with passing grades, the right to free applications for community college, the potential option to graduate high school with 5 years or reduced credits, and rights surrounding suspensions

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and expulsions. For an in-depth breakdown, please see the California Department of Education's list of [Foster Youth Rights](#). EAA will adhere to all applicable laws to ensure that each child involved with foster services has equal access to the same free, appropriate public education as provided to other children and youths.

## **Suspension and Expulsion Policy**

This Pupil Suspension and Expulsion Policy (the "Policy") for Elite Academic Academy ("School") has been established in order to promote learning and protect the safety and well-being of all students. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. At the same time, the School intends to provide effective interventions for pupils who engage in acts of problematic behavior to help them change their behavior and avoid exclusion from the School.

Staff shall enforce disciplinary rules and procedures fairly and consistently amongst all students. The Policy will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. The Chief Operations Officer shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy is available on request at the Admissions office.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, detention during and after school hours, community service on or off campus, the use of alternative educational environments, suspension, and expulsion. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of reasonable force necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

A student has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug administered to the student in order to control the student's behavior or to restrict the student's freedom of movement if that drug is not a standard treatment for the student's medical or

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psychiatric condition. School staff may use seclusion or a behavior restraint only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive. School staff shall avoid, whenever possible, the use of seclusion or behavioral restraint techniques.

School staff shall not do any of the following:

- Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
- Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
- Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or another item to cover a pupil's face.
- Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
- 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.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School will follow Section 504, the IDEA, the Americans with Disabilities Act of 1990 ("ADA"), and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

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## **Suspension**

Definition: Suspension is the temporary removal of a pupil from class instruction for adjustment or disciplinary reasons. Suspension does not mean any of the following:

- Reassignment to another education program or class at the School where the pupil will receive continuing instruction for the length of day prescribed by the Board or Chief Student Development Officer or designee for pupils of the same grade level;
- Referral to a certificated employee designated by the Chief Student Development Officer or designee to advise pupils;
- Removal from the class, but without reassignment to another class for the remainder of the class period without sending the pupil to the Chief Student Development Officer or designee.

While suspended, the pupil may not loiter on or about any School grounds at any time, nor attend or participate in any School activity at any time, no matter where such activity is taking place. Violation may result in further disciplinary action. Suspended students shall be excluded from all School and School-related activities unless otherwise agreed during the period of suspension. The School shall consider suspension from School only when other means of correction fail to bring about proper conduct or where the student's presence would constitute a danger to persons or property or seriously disrupt the educational process.

### **Authority**

A teacher may suspend a student only from his/her classroom for the day of the suspension plus the following school day. The Director or his/her designee may suspend a student from class, classes, or the school for a period not to exceed five days. The Director or his/her designee may extend a student's suspension pending a final decision by the Board of Directors of the School on a recommendation for expulsion. Such extended suspension should not exceed 10 days unless specific procedural safeguards are met. Those are identified below.



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On a recommendation for expulsion, the Board of Directors may suspend a special education student being considered for expulsion in accordance with the laws relating to expulsion of special education students.

A pupil may not be suspended or expelled for any of the acts enumerated in this Policy unless the act is related to school activity or school attendance of Elite Academic Academy. A pupil may be suspended or expelled for acts that are enumerated in this Policy and related to school activity or attendance that occur at any time, including, but not limited to any of the following:

- While on school grounds
- While going to or coming from school
- During the lunch period, whether on or off the school campus
- During, or while going to or coming from a school-sponsored activity
- All acts related to school activity or school attendance occurring within the School Grounds

The Chief Student Development Officer may use his/her discretion to provide alternatives to suspension or expulsion recommendations that are age appropriate and designed to address and correct the student's specific misbehavior. Alternatively, students may be suspended or recommended for expulsion for any of the following acts (whether completed, attempted or threatened) when it is determined the pupil:

- Caused physical injury to another person or willfully used force or violence upon the person of another, except in self-defense
- Possessed, sold or otherwise furnished any firearm, knife, explosive or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from an authorized certificated school employee, with the CEO or designee's written concurrence
- Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code sections 11053-11058 (including, but not limited to, opiates, hallucinogenic substances, stimulants, depressants, and narcotic drugs), alcoholic beverage or intoxicant of any kind.

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- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid substance or material and represented the same as a controlled substance, alcoholic beverage or intoxicant
  - Committed or attempted to commit robbery or extortion
  - Caused or attempted to cause damage to school property or private property
  - Stole or attempted to steal school property or private property (as used in this policy, "school property" includes but is not limited to electronic files and databases)
  - Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel, and e-cigarettes, whether or not they contain tobacco. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.
  - Committed an obscene act or engaged in habitual profanity or vulgarity
  - Unlawfully possessed or offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5
  - Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties
    - A pupil enrolled in kindergarten or in grades 1 through 3 shall not be suspended for any of the acts enumerated in the previous bullet, and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12 to be recommended for expulsion.
    - Commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 5, inclusive, shall not be suspended for any of the acts specified above relating to disrupting school activities and willful defiance, and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.
    - Commencing July 1, 2020, a pupil enrolled in any of grades 6 to 8, inclusive, shall not be suspended for any of the acts specified above relating to disrupting school activities and willful defiance. [EC 48901.1]
  - Knowingly received stolen school property or private property

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- Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm
  - Committed a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 288a, 289, or former section 288a, or committed a sexual battery as defined in Penal Code section 243.4
  - Harassed, threatened or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness
  - Unlawfully offered, arranged to sell, negotiated to sell or sold the prescription drug Soma
  - Engaged in, or attempted to engage in, hazing. "Hazing" means a method of initiation or pre-initiation into a pupil's organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. "Hazing" does not include athletic events or school-sanctioned events.
  - Engaged in an act of bullying. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils that have or can be reasonably predicted to have the effect of one or more the of the following:
    - Placing a reasonable pupil(s) in fear of harm to that pupil(s)' person or property;
    - Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health;
    - Causing a reasonable pupil to experience substantial interference with the pupil's academic performance;
    - Causing a reasonable pupil to experience substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by a school.

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- An electronic act, for purposes of the immediately preceding paragraph, means the transmission, by means of an electronic device, including but not limited to, a telephone, wireless telephone, or another wireless communication device, computer, or pager, of communication, including but not limited to, any of the following:
    - A message, text, sound or image.
    - A post on a social network Internet Web site including, but not limited to
      - Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed above.
      - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
      - Creating a false profile for the purpose of having one or more of the effects listed above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
    - An act of cybersexual bullying.
      - For purposes of this section, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or another visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.

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- Cybersexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.
  - An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - A “reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of that age with the pupil’s exceptional needs.
  - Made terrorist threats against school officials and/or school property. For the purpose of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of \$1,000.00, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of charter school property, or the personal property of the person threatened or his/her immediate family.
  - For students in grades 4 to 12, committed sexual harassment
  - Caused or participated in an act of hate violence
  - Carried, possessed, sold or otherwise furnished an electronic signaling device
  - Committed vandalism/malicious mischief
  - Violated academic ethics
  - Falsified or misinterpreted notes or phone calls of parents or guardians
  - Falsely activated fire alarm
  - Habitually violated the dress code

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- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment
  - Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression, or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school.
  - A pupil who aids or abets, as defined in section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this policy, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury may be recommended for expulsion.

The above list is not exhaustive and depending upon the offense, a pupil may be suspended or recommended for expulsion for misconduct not specified above.

## **Procedures Required to Suspend**

### **Step One**

The Chief Student Development Officer or designee shall investigate the incident and determine whether or not it merits a suspension.

Searches: In order to investigate an incident, a student's attire,<sup>1</sup> personal property, vehicle, or school property, including books, desks, school lockers, computers, and other electronic devices, may be searched by a Principal or designee who has reasonable suspicion that a student has violated or is violating the law or the rules of the school. Illegally possessed items shall be confiscated and turned over to the police.

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<sup>1</sup> This does not include removing clothing to permit visual inspection of the under clothing, breasts, buttocks or genitalia of the pupil.

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## **Step Two**

Unless a student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, a suspension will be preceded by an informal conference between the Chief Student Development Officer or designee and the student in which the student shall be orally informed of the reason for the suspension, the evidence against him/her, the other means of correction that were attempted before the suspension and be given the opportunity to present informal proof of his/her side of the story. If the student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the informal conference will be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to, hospitalization or detention in a correctional facility.

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person to inform him/her of the suspension and the reasons therefor and it may state the date and time when the student may return to school.

If a student is suspended without the informal conference, both the student and the parent/guardian will be notified of a student's right to return to school for the purpose of a conference.

## **Step Three**

The Chief Student Development Officer or designee determines the appropriate length of the suspension (up to 5 days). When suspensions do not include a recommendation for expulsion, they shall not exceed 5 consecutive school days per suspension.

## **Step Four**

The Chief Student Development Officer or designee fills out a Notice of Suspension Form, a copy of which will be sent to the student's parent/guardian and to the student. A copy of this form is also placed in the student's cumulative file at the School. The Notice of Suspension Form shall state the fact of suspension, its duration and the specific offense committed by the student. In addition, the notice may state the date and time when the

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student may return to school. The notice shall also state that if desired by the parent/guardian, a prompt meeting or hearing will be held at which the suspension may be discussed and at which the student may be present and afforded an opportunity to present informal proof of his/her side of the case. Additionally, if the School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request the parent/guardian to respond to such requests without delay.

### **Step Five**

The Chief Student Development Officer or designee determines whether the offense warrants a police report. Chief Student Development Officer or designee will report certain offenses to law enforcement authorities in accordance with Education Code section 48902.

When Chief Student Development Officer or designee releases a minor pupil to a peace officer for the purpose of removing the minor from the school premises, the Chief Student Development Officer or designee shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, unless the minor has been taken into custody as a victim of suspected child abuse. Education Code § 48906.

### **Step Six**

The Chief Student Development Officer or designee may require the student and his/her parent/guardian to sign a contract that states the conditions that the student is expected to meet while at the School. Copies of the signed contract are kept by the school and given to the parent/guardian.

### **Step Seven**

Upon the request of a parent/guardian/educational rights holder/student, a teacher shall provide to a student in any of grades 1 to 12 who has been suspended from the School for two or more schooldays, the homework that the pupil would otherwise have been assigned. If a homework assignment that is requested and turned in to the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the



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end of the academic term, that assignment shall not be included in the calculation for the student's overall grade in the class.

### **Special Education and Section 504 Student Suspensions**

When suspensions involve special education students or students with a 504 plan, a manifestation determination meeting shall be held no later than the 10<sup>th</sup> suspension day (whether consecutive or cumulative for the school year). The Chief Student Development Officer or designee shall notify the student's special education teacher or regular education teacher when the student's cumulative days of suspension for that school year reach eight. That teacher shall promptly notify the Special Educational Coordinator and Director of the need for the manifestation determination meeting. The manifestation determination meeting shall include the LEA, the parent, and relevant members of the student's IEP Team or 504 Plan Team (as determined by the parent and the LEA).

The student shall be treated as a general education student for disciplinary purposes, except to the extent that educational services must continue, if at the manifestation determination meeting the following are both determined in the negative, after reviewing all relevant information in the student's file, including the student's IEP or 504 Plan, any teacher observations and any relevant information provided by the parents: 1) the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability under the IDEA or section 504; or 2) the conduct in question was the direct result of the LEA's failure to implement the IEP or 504 Plan. If it is determined at the manifestation determination meeting that 1) or 2) is answered in the affirmative, the conduct is deemed a manifestation of the disability.

If the conduct is deemed a manifestation of the disability, the IEP Team or 504 Plan Team must conduct a functional behavioral assessment (or other appropriate assessment for the 504 students), create a plan, and implement it, or if the plan is preexisting, review it and modify it as necessary to address the behavior.

In the case of a manifestation of a disability, the student will be returned to the placement from which he/she was removed, unless the LEA and parent agree to a change of placement as part of the modification of the behavioral intervention plan or updated 504

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Plan. For special education and 504 students, a new manifestation determination meeting is required for all proposed suspensions exceeding ten cumulative days in one school year.

The special education student may be removed from school to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student: 1) carries a weapon to or possesses a weapon at school, on school premises or to or at a school function under the jurisdiction of the School; 2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the School; or 3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the School.

### **Appeal Process**

A student or the student's parent/guardian may appeal those disciplinary actions, other than expulsion, imposed upon a student for his/her School related offenses. Appeals must be made first in writing at the School level, and should be directed to the Chief Student Development Officer or designee within 5 of days of the School sending the Notice of Suspension Form to the parent/guardian and the student. The Chief Student Development Officer or designee will attempt to resolve the appeal with a written response within ten school days of receiving the written appeal. After appeal at the School level, if further appeal is desired, the student or his/her parent/guardian should appeal in writing to the School Board within 5 days of the date of the School level written response and should direct it to the School Board President for final resolution within 15 school days. If any appeal is denied, the student, and his/her parent/guardian may place a written rebuttal to the action in the student's file.

### **Expulsion**

Definition: Expulsion means involuntary disenrollment from the charter school.

### **Authority**

A student may be expelled either by the Board following a hearing before it or by the Board upon a recommendation of an Administrative Panel to be assigned by the Board as

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needed. The Panel may recommend expulsion of any student found to have committed an expellable offense.

The Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil [or other conditions such as good behavior, attendance, etc.]. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

## **Grounds for Expulsion**

### **Category I Expulsions – Mandatory Recommendation for Expulsion**

The Chief Student Development Officer or designee shall immediately suspend a student, and recommend for expulsion, a student who has committed one or more of the following acts:

- Possessing, selling or otherwise furnishing a firearm when a school employee verifies firearm possession, unless the student obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or his/her designee
- Brandishing a knife at another person
- Unlawfully selling a controlled substance
- Committing or attempting to commit a sexual assault or committing a sexual battery
- Possession of an explosive

### **Category II Expulsions – Recommendation for Expulsion Required, Unless Inappropriate Under the Circumstances**

A student who has committed one of the following acts of misconduct must be recommended for expulsion unless the Chief Student Development Officer or designee

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determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct.

- Causing physical injury to another person, except in self-defense
- Possession of any knife, explosive, or another dangerous object of no reasonable use to the student
- Unlawful possession of any controlled substance, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis or for possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician
- Robbery or extortion
- Assault or battery on a school employee

### **Category III Expulsions – Discretionary Expulsion Recommendation**

In the discretion of the Chief Student Development Officer or designee, any act that warrants suspension may warrant expulsion. Additionally, a student may be expelled for misconduct that is not listed above if the acts disrupt and/or present ongoing health and/or safety concerns, or the student has repeatedly engaged in the misconduct.

In no event, however, will a student be expelled for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties.

### **Procedures to Expel a Student**

#### **Step One**

Chief Student Development Officer or designee investigates the incident and determines whether the offense results in a suspension. If so, the Chief Student Development Officer or designee follows the procedures to suspend the student as outlined above.

#### **Step Two**

In the discretion of the Chief Student Development Officer or designee, a student's suspension may be extended pending expulsion. If such extended suspension exceeds 10 days, and for any suspension exceeding 10 days, the following procedures must be

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followed: 1) The Executive Director shall provide timely, written notice of the charges against the student and an explanation of the student's basic rights; 2) The School will provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel. At this hearing, it will be determined whether the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process pending the results of an expulsion hearing.

If the proposed extended suspension is under 10 days, a meeting is held within 5 school days of the student's suspension to extend the suspension. The student and his/her parent/guardian are invited to attend this meeting with [insert title] or his/her designee. The Chief Student Development Officer or designee may also be present.

At this meeting, the offense and the repercussions are discussed. An extension of the suspension may be granted only if the Chief Student Development Officer or designee has determined, after the meeting, that the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process. If the student has committed an offense that requires a mandatory expulsion recommendation, this is discussed so that it is understood by all parties. The purpose of the meeting is to decide upon the extension of the suspension order and may be held in conjunction with the initial meeting with the parents after the suspension.

### **Step Three**

The School shall send a letter to the student and parent/guardian regarding the expulsion hearing. The expulsion hearing shall be held no later than 30 school days from the date that expulsion is recommended unless a brief extension is requested by the student or his/her parent/guardian.

The letter shall be sent via certified mail to the student and his/her parent/guardian to the address reflected in the pupil's student file at least 10 calendar days before the date of the hearing. The letter shall notify the student and parent/guardian when and where the expulsion hearing will take place and the rights of the student with respect to the hearing, including:

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- The date and place of the expulsion hearing;
  - A statement of the facts, charges and offenses upon which the proposed expulsion is based;
  - A copy of the School's disciplinary rules relating to the alleged violation;
  - Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;
  - The opportunity for the student or the student's parent/guardian to appear in person and/or to employ and be represented by counsel or an advocate;
  - The right to inspect and obtain copies of all documents to be used at the hearing;
  - The opportunity to present testimony, evidence and witnesses and confront and question witnesses who testify at the hearing;
  - The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witness testimony.

#### **Step Four**

The Chief Student Development Officer or designee shall maintain documents that may be used at the hearing and make them available for review by the student and/or his/her parent/guardian. These papers may include, but are not limited to, the following: A record of the student's attendance and grades, a record of previous infractions, a statement of the facts surrounding the case made by a Chief Student Development Officer or designee; a statement of the facts surrounding the case made by a witness, a law enforcement agency's report and any other relevant matter.

#### **Step Five**

An expulsion hearing shall be held before the school board. A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

While the technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by Chief Student

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Development Officer or designee to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on evidence produced at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay evidence, although sworn declarations may be admitted as testimony from witnesses who are determined by the School Board that disclosure of their identity or live testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

### **Step Six**

The decision of the Chief Student Development Officer or designee shall be in the form of a written recommendation, with findings of fact, to the Board of Directors who will make a final determination regarding the expulsion. The final decision by the school board shall be made within 10 days following the conclusion of the hearing, or within 40 school days after the date of the pupil's removal from the School for the incident for which the recommendation for expulsion is made. If the school board decides not to recommend expulsion, the pupil shall be reinstated and permitted to return to classroom programs. The decision not to recommend expulsion shall be final.

### **Step Seven**

The Chief Student Development Officer or designee following a decision of the Board of Directors to expel a student, shall send written notice of the decision to expel, including the school board's findings of fact, to the student or parent/guardian. The notice shall include the following:

- Notice of the specific offense committed by the student;
- Notice of the right to appeal the expulsion to the County Board of Education. If that Board does not hear such appeals, the student may submit a written objection and

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request for reconsideration to the school's Board of Directors within 10 days.

Decisions of the Board of Directors shall be final.

- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status within the charter school

Within 30 days of the decision to expel, the school board shall send written notice of the decision to expel to the student's district of residence, the County Office of Education and the charter granting district (if different than the student's district of residence). This notice shall include the student's name and the specific expellable offense committed by the student.

### **Step Eight**

Expelled students are responsible for seeking alternative education programs, including but not limited to, programs within the County or their school district of residence.

### **Step Nine**

The school shall maintain records of all student suspensions and expulsions at the school site. Such records shall be made available for Elite Academic Academy's review upon request.

Students who are expelled from the charter school shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors, or its designee, at the time of the expulsion order, which may include, but is not limited to, a periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the school for readmission.

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors or its designee following a meeting with the Chief Student Development Officer or designee and the pupil and parent/guardian to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Chief Student Development Officer or designee shall make a recommendation to the Board of Directors following the meeting



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regarding his/her determination. The pupil's readmission is also contingent upon the school's capacity and any other admission requirements in effect at the time the student seeks admission or readmission.

## **Student Freedom of Speech/ Expression Policy**

Students attending the School has the right to exercise free expression including, but not limited to the use of bulletin boards, distribution of printed materials or petitions, wearing buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. The Board of Directors ("Board") respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, their writing, their clothing, and the printed materials they choose to post or distribute.

Student liberties of expression shall be limited only as allowed by law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the School community.

Students will not be disciplined solely on the basis of speech or other communication that would be constitutionally protected when engaged outside of school but may be disciplined for harassment, threats, or intimidation unless constitutionally protected. Education Code § 48950.

## **Freedom of Expression Procedures**

### **Circulation of Petitions and Other Printed Matter**

Students shall be allowed to distribute petitions and other printed matter subject to these procedures.

The time of distribution shall be limited to the half hour before school begins, during the lunch period, and the half-hour after school is dismissed.

The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions. Materials are not to be left undistributed or stacked for pick-up while unattended at any place in the School or on School grounds.

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## **Buttons, Badges, and Other Insignia of Symbolic Expression**

Students will be permitted to wear buttons, badges, armbands, and other insignia as a form of expression.

Students will be subject to disciplinary action when expressive activities such as the distribution of materials, wearing of buttons or displays, or posting of notices or other materials:

1. Are obscene, libelous, or slanderous;
2. Incite students so as to create a clear and present danger of the imminent commission of unlawful acts on school premises or of the violation of lawful School regulations or of the substantial disruption of the orderly operation of the School;
3. Express or advocate racial, ethnic, or religious prejudice so as to create a clear and present danger of the imminent commission of unlawful acts on School premises or of the violation of lawful School regulations, or of the substantial disruption of the orderly operation of the School;
4. Are distributed in violation of the time, place, and manner requirements;
5. Are in violation of current federal, state, and local laws.

## **Unofficial School Publications**

School officials may not ban the distribution of non-School-sponsored publications on School grounds. Writers and editors of unofficial student publications who violate any state or federal law may be disciplined after distribution. Students distributing or posting any materials that are obscene, libelous, or slanderous, or which demonstrably incite students to commit unlawful acts on School premises, violate School rules or substantially disrupt the School's orderly operation will be subject to disciplinary action.

The following points apply to unofficial student publications:

1. The School and its employees may disassociate themselves from the material printed inasmuch as it is not an official publication of the School.
2. School officials may reasonably regulate the time, place, and manner of distribution. This distribution will be limited to

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- a. One-half hour before school begins, during the lunch period, or the half-hour after dismissal.
  - b. In locations that do not obstruct the normal flow of traffic within the School or at entrances.
    - i. Without undue noise.
  3. No student shall use coercion to induce students or any other persons to accept printed matter or to sign petitions.
  4. "Distribution" means dissemination of a publication to students at a time and place of normal School activity, or immediately prior to or subsequent thereto, by means of handing out free copies, selling or offering copies for sale, accepting donations for copies of the publication, or displaying the student publication in areas of the School which is generally frequented by students.

School officials cannot:

1. Prohibit the distribution of anonymous literature or require that literature bear the name of the sponsoring organization or author.
2. Ban the distribution of literature because it contains advertising.
3. Create regulations that discriminate against non-School-sponsored publications or interfere with the effective distribution of non-sponsored publications provided such publications abide by time, place, and manner regulations.

### **Official School Publications**

Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations identified above. It shall be the responsibility of a journalism advisor(s) of pupil publications within the School to supervise the production of the pupil staff, to maintain professional standards of English and journalism and to maintain the provisions provided in the Education Code relating to student expression.

### **Other Forms of Student Expression**

Forms of student expression may include but are not limited to speech, debate, assemblies, posters, bulletin board announcements, and the wearing of buttons, badges, and armbands. In general, the laws pertaining to all forms of student expression are the same.

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The rights of students to express their opinions are recognized by law and are not limited to verbal expression. The basic guidelines listed above for publications apply to all forms of student expression. No teacher or administrator shall interfere with such expression on the grounds that the message may be unpopular with students or faculty.

In conforming to state and federal laws, student expression must obey copyright laws; for example, student posters cannot use nationally registered and copyrighted characters such as those from Walt Disney or "Peanuts" publications.

A student shall be subject to discipline for off-campus expression, including the expression on off-campus Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program. The School director will document the impact the expression had or could be expected to have on the school program.

### **Distribution of Procedures Governing Student Rights**

Site administrators will distribute copies of this Administrative Procedure to all teachers who are advisors of students who produce publications or present public performances. It is the responsibility of the School and site administrators to see that these guidelines are kept up-to-date and accurate.

### **Appeals**

The pupil and a School staff member shall attempt to resolve the problem before consulting the administrative staff. If the issue cannot be resolved between the staff member and the pupil, the pupil may appeal the decision to the site administrator, and then to the Charter School Director or his/her designee. As a final step, the pupil may follow the School's complaint procedures as outlined in the Student/Parent Handbook.

### **Civility Policy**

School personnel, parents, and students are required to be civil in all of their interpersonal school-related interactions. Civility does not require unqualified agreement or conformity of opinion. An expression of disagreement or a discussion of a controversial viewpoint is

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not uncivil if such expression or discussion is appropriately and respectfully presented and does not disrupt a school-related activity.

For purposes of this policy, “to be civil” means to act with self-discipline in a courteous, respectful, and orderly way in every interpersonal communication and behavior with the goal of providing a safe and harassment-free environment for our students and staff while maintaining individual rights to freedom of expression. Examples of uncivil conduct include, but are not limited to

1. using an inappropriately loud voice;
2. using profane, vulgar, or obscene words or gestures;
3. belittling, jeering, or taunting;
4. using personal epithets;
5. using violent or aggressive gestures or body-language;
6. repeatedly and inappropriately interrupting another speaker;
7. repeatedly demanding personal attention at inappropriate times;
8. purposefully and inappropriately invading personal space;
9. purposefully ignoring appropriate communications;
10. wrongfully interfering with another person's freedom of movement;
11. wrongfully invading another person's private possessions; or;
12. any other behavior that inappropriately disrupts school-related activities.

In the event that any party is uncivil during a school-related activity, the following steps will occur:

1. Communicate - The party experiencing the uncivil behavior will communicate that the behavior is not civil and that the uncivil behavior must cease immediately.
2. End Activity/Meeting - If the uncivil party fails to correct the uncivil behavior as directed, the affected party shall end the activity/meeting.
3. Referral - The reporting party shall refer the situation to the school administration with a written summary of the uncivil behavior and how he/she responded.
4. Determination - If it is determined that uncivil behavior occurred, proper disciplinary action will be taken, which may include suspension or expulsion.

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## **Parent Liability for Student Conduct**

The law states that a parent or guardian of any minor whose willful misconduct results in injury or death to any student or any person employed by, or performing volunteer services for, a school, or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school, or personal property of any school employee, shall be liable for all damages so caused by the minor.

Further, the parent or guardian of a minor shall be liable to a school for all property belonging to the school loaned to the minor and not returned upon demand of an employee of the school authorized to make the demand.

Any school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a student and willfully not returned upon demand of an employee of the school authorized to make the demand, may, after affording the student his or her due process rights, withhold the grades, diploma, and transcripts of the student responsible for the damage until the student or the student's parent or guardian has paid for the damages thereto. The school will notify the parent or guardian of the student's alleged misconduct before withholding the student's grades, diploma, or transcripts.

If the minor and parent are unable to pay for the damages or to return the property, the school may consider providing a program of voluntary work for the minor in lieu of the payment of monetary damages.

## **Youth Suicide Prevention Policy**

The Governing Board of Elite Academic Academy recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

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The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

Recognizing that it is the duty of the school to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.”

In an attempt to reduce suicidal behavior and its impact on students and families, the CEO or Designated School Counselor shall develop strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

The CEO or Designated School Counselor shall develop and implement preventive strategies and intervention procedures that include the following:

**Overall Strategic Plan for Suicide Prevention**

The CEO or Designated School Counselor shall involve school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses),

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administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating the school's strategies for suicide prevention and intervention.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the school shall appoint an individual (or team) to serve as the suicide prevention point of contact. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

**Resources:**

The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide.

Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at <http://www.heardalliance.org/>.

**Prevention**

**A. Messaging about Suicide Prevention**

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Elite Academic Academy along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

Resources:

For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at <http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/>



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For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at

<http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california-0>

For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at

<http://resource-center.yourvoicecounts.org/content/how-use-social-media>

## **B. Suicide Prevention Training and Education**

Elite Academic Academy, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members (including intermittent staff, volunteers, interns, tutors, and support staff).

Training:

At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.

All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.

At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training. Core components of the general suicide prevention training shall include:

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- Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
  - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
  - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
  - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.

In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:

- The impact of traumatic stress on emotional and mental health;
- Common misconceptions about suicide;
- School and community suicide prevention resources;
- Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
- The factors associated with suicide (risk factors, warning signs, protective factors);
- How to identify youth who may be at risk of suicide;
- Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on school guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on school guidelines;

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- School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
  - School-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
  - Responding after a suicide occurs (suicide postvention);
  - Resources regarding youth suicide prevention;
  - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
  - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide.

These groups include, but are not limited to, the following:

- Youth affected by suicide;
- Youth with a history of suicide ideation or attempts;
- Youth with disabilities, mental illness, or substance abuse disorders;
- Lesbian, gay, bisexual, transgender, or questioning youth;
- Youth experiencing homelessness or in out-of-home settings, such as foster care;
- Youth who have suffered traumatic experiences;
- Youth who are disengaged or lonely due to independent study isolation

Resources:

Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at

<https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/>

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Free YMHFA Training is available on the CDE Mental Health Web page at <http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp>

Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site at <http://www.qprinstitute.com/>

SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at <https://www.livingworks.net/programs/safetalk/>

Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at <https://www.livingworks.net/programs/asist/>

Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at <https://www.kognito.com/products/pk12/>

### **C. Employee Qualifications and Scope of Services**

Employees of Elite Academic Academy and their partners must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

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#### **D. Specialized Staff Training (Assessment)**

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by Elite Academic Academy.

Resource:

Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/training-events/amsr>

#### **E. Parents, Guardians, and Caregivers Participation and Education**

To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the Elite Academic Academy suicide prevention policy and procedures.

This suicide prevention policy shall be prominently displayed on the school web page and included in the parent handbook.

Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.

All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:

- Suicide risk factors, warning signs, and protective factors;
- How to talk with a student about thoughts of suicide;
- How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Resource:

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Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>

## **F. Student Participation and Education**

Elite Academic Academy along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the school's suicide prevention, intervention, and referral procedures.
- The content of the education shall include:
  - Coping strategies for dealing with stress and trauma;
  - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
  - Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
  - Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

Elite Academic Academy will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on Campus High School Clubs).

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Resources:

More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at <https://afsp.org/our-work/education/more-than-sad/>

Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at <http://www.childrenshospital.org/breakfree>

Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at <http://www.reconnectingyouth.com/programs/cast/>

Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at <https://www.save.org/what-we-do/education/smart-schools-program-2/>

Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at <https://www.save.org/what-we-do/education/leads-for-youth-program/>

### **Intervention, Assessment, Referral**

#### **A. Staff**

Two Elite Academic Academy staff members who have received advanced training in suicide intervention shall be designated as the primary and secondary suicide prevention liaisons. Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

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Under normal circumstances, the primary and/or secondary contact persons shall notify the principal, another school administrator, school psychologist or school counselor, if different from the primary and secondary contact persons. The names, titles, and contact information of multi-disciplinary crisis team members shall be distributed to all students, staff, parents/guardians/caregivers and be prominently available on the school web site.

Citlalli Ramirez

Nicole Lively

School Counselor

School Counselor

The school counselor, school psychologist, or social worker shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary or secondary suicide prevention liaisons.
- Students experiencing suicidal ideation shall not be left unsupervised.
- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Superintendent or Designee shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.

## **B. Parents, Guardians, and Caregivers**



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A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

### **C. Students**

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt.

### **D. Parental Notification and Involvement**

Elite Academic Academy School Counselors shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

- After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.
- If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Child Protective Services (CPS) to report neglect of the youth.

### **E. Action Plan for In-School Suicide Attempts**

- If a suicide attempt is made during the school day, it is important to remember that the health and safety of the student and those around him/her is critical. The following steps should be implemented:

- 
- Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;
  - Move all other students out of the immediate area (or Zoom session);
  - Immediately contact the administrator or suicide prevention liaison;
  - Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;
  - If in-person, provide medical first aid until a medical professional is available;
  - Parents/guardians/caregivers should be contacted as soon as possible;
  - Do not send the student away or leave them alone;  
Listen and prompt the student to talk;
  - Review options and resources of people who can help;
  - Be comfortable with moments of silence as you and the student will need time to process the situation;
  - Provide comfort to the student;
  - Promise privacy and help, and be respectful, but do not promise confidentiality;
  - Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

#### **F. Action Plan for Out-of-School Suicide Attempts**

If a suicide attempt by a student is outside of Elite Academic Academy hours, it is crucial that the LEA protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Contact the parents/guardians/caregivers and offer support to the family;
- 
- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.

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## **G. Supporting Students after a Mental Health Crisis**

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

## **H. Re-Entry to School After a Suicide Attempt**

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

Obtain a written release of information signed by parents/guardians/caregivers and providers;

- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;

- 
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
  - Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
  - Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resource:

The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at [http://www.mhrsonline.org/resources/suicide%5Cattempted\\_suicide\\_resources\\_for\\_schools-9/](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/)

#### I. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. Elite Academic Academy's school counselors shall ensure that each school site adopts an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

Suicide Postvention Response Plan shall:

- Identify a staff member to confirm death and cause (school site administrator);
- Identify a staff member to contact deceased's family (within 24 hours);
- Enact the Suicide Postvention Response Plan, include an initial meeting of the school Suicide Postvention Response Team;
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).

Coordinate an all-staff meeting, to include:

- Notification (if not already conducted) to staff about suicide death;

- 
- Emotional support and resources available to staff;
  - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
  - Share information that is relevant and that which you have permission to disclose.

Prepare staff to respond to needs of students regarding the following:

- Review of protocols for referring students for support/assessment;
- Talking points for staff to notify students;
- Resources available to students
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
- Identify media spokesperson skilled to cover story without the use of explicit, graphic, or dramatic content (go to the Reporting on Suicide.Org Web site at [www.reportingonsuicide.org](http://www.reportingonsuicide.org)). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.
- Utilize and respond to social media outlets:
- Identify what platforms students are using to respond to suicide death
- Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
  - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
  - Support siblings, close friends, teachers, and/or students of deceased
  - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Resources:

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After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at

<http://www.sprc.org/comprehensive-approach/postvention>

Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at

<http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss>

For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at

[http://www.mhrsonline.org/resources/suicide%5Cattempted suicide resources for schools](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools)

-Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at <http://www.cde.ca.gov/lr/ss/vp/safeschlplanning.asp>

Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at

<http://www.cde.ca.gov/nr/el/le/yr14ltr0212.asp>.

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## **TITLE IX SEXUAL DISCRIMINATION POLICY AND GRIEVANCE PROCESS**

In compliance with Title IX of the Education Amendments of 1972 ("Title IX"), Elite Academic Academy (the "Organization") does not discriminate on the basis of sex in its educational programs and activities, recruitment, admissions, course offerings, benefits or pay, athletics, or employment.

### **Applicability**

This policy applies to all students, employees, volunteers, independent contractors, vendors, and members of the Organization community. It applies to conduct that occurs on the Organization's campus, at Organization-sponsored events, and to events on or off campus that have sufficient ties to the Organization.

The purpose of this document is to outline the steps the Organization will take to provide the prompt and equitable and reliable resolution of student and employee complaints under the Organization's Title IX Policy. These procedures apply only to complaints alleging sex-based discrimination, harassment, and/or violence prohibited by Title IX and as outlined in this policy. For all other complaints, please consult the relevant policies in the Organization's Parent/Student Handbook, or Employee Handbook, as applicable.

Students, parents/guardians, and employees are also encouraged to communicate with the Human Resources Department, with any questions or concerns regarding these policies. The Organization believes that open communication about these sensitive topics is integral to preventing serious misconduct from occurring and is essential to fostering a culture of personal responsibility, mutual accountability, and positive leadership.

### **Discrimination Based on Sex Prohibited**

Our organization is an equal opportunity employer and committed to providing a work environment that is free of discrimination, harassment, and retaliation. In keeping with this commitment, the Organization maintains a strict policy prohibiting sexual discrimination or sexual harassment in any of its operations.

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The Organization shall not, on the basis of sex, exclude from admission or participation, deny the benefits of, or discriminate against any person in any academic, extracurricular, research, occupational training, or other education program or activity it offers or operates. Similarly, the Organization shall not discriminate against any student or exclude any student from any education program or activity, including any class or extracurricular activity, on the basis of such as student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity. Additionally, the Organization shall not discriminate against any person in employment, recruitment, hiring, selection, benefits, pay, or any other term condition, or privilege of employment on the basis of sex.

As used in this policy, sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity or gender expression. It may include unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Organization's education program activity. It may also include an employee of the Organization conditioning the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct. It may also include sexual violence, including sexual assault, domestic violence, stalking, or violence while dating.

Sexual harassment may occur between students, between students and employees, between employees, between students and third parties, and between employees and third parties and is strictly prohibited.

### **Compliance Coordinator**

The responsibility for administering and ensuring the Organization's compliance with Title IX has been assigned to the Compliance Coordinator. The Compliance Coordinator will coordinate with the administration to implement and administer this policy and the Organization's remedies for resolving Title IX complaints. The Compliance Coordinator is also responsible for working with law enforcement regarding such complaints when



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necessary; and ensuring that complaints are resolved promptly and appropriately to the extent possible. The Compliance Coordinator may delegate these duties to other school employees or external investigators, as necessary and in his or her sole discretion, to ensure the prompt and appropriate resolution of any complaint.

The Compliance Coordinator (or his or her designee) may also meet with the Organization's students, parents/guardians, and/or employees regarding their rights and obligations under Title IX and to address any questions regarding the Organization's compliance with such obligations. Inquiries concerning this policy, Title IX, and any related issues of sex-based discrimination or harassment should be directed to the School's Compliance Coordinator:

- Name: Tracy Hasper
- Title: Chief Personnel Officer
- Office Address: 43414 Business Park Drive, Temecula, CA 92590 Telephone Number: (866) 354-8302 Ext. 706
- Email Address: [thasper@eliteacademic.com](mailto:thasper@eliteacademic.com)

### **Reporting Complaints**

Any person may report sexual discrimination and harassment in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

Complaints may be reported orally or by submitting the Organization's Title IX Complaint Form to the Compliance Coordinator. The Title IX Complaint Form may be obtained from the Human Resources Department.

The complaint, whether reported orally or in writing, shall contain information that describes the conduct that has allegedly occurred and caused the violation of the Organization's policy and Title IX prohibitions against sex-based discrimination, harassment, and/or violence and identifies the complainant, respondent(s), and any witnesses to the alleged conduct.

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## **Notification of Complaint**

When the Organization receives a complaint, the Coordinator will promptly contact the complainant and explain the process to file a formal complaint.

## **Supportive Measures During Complaint Process**

Once it has notice of a complaint, the Organization will take steps to ensure equal access to its educational programs and activities by providing “supportive measures” (as defined below) to the complainant, as appropriate, before the final outcome of an investigation.

“Supportive measures” mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, to restore or preserve equal access to the Organization’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

The Organization will maintain as confidential any supportive measures provided, to the extent that maintaining such confidentiality would not impair the ability of the Organization to provide the supportive measures.

The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures during the complaint process, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

## **Grievance Process: Response to Formal Complaints**

Step 1: Notice of Allegations

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When the Organization receives a formal complaint (which must be signed by the complainant, or complainant's parents if a minor), the Coordinator will promptly provide written Notice of Allegations to the parties who are known. Such written notice will contain the following:

1. Notice of the Organization's grievance process;
2. Notice of the allegations of sexual harassment, including sufficient details known and with sufficient time to prepare a response before any initial interview;
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
4. Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
5. Notice of any provision in the Organization's code of conduct that prohibit knowingly making false statements or knowingly submitting false information.

**Step 2: Determining if Complaint is Covered by this Policy.**

The Compliance Coordinator will review the information provided to determine whether the matter falls within the scope of this policy.

Within ten (10) days after receipt of a complaint, the Compliance Coordinator will either initiate an investigation or inform the complainant in writing that the conduct alleged in the complaint is not within the scope of this policy and an investigation will not be conducted. If the matter does not involve allegations of sex-based discrimination, harassment, or violence within the scope of this policy, the Compliance Coordinator will forward the matter to the appropriate administrator to handle a review in accordance with applicable Organization policies and procedures.

If the complaint is determined to be within the scope of this policy and an investigation is initiated, the Organization may remove a respondent from its education program or activity on an emergency basis, provided that it undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the

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decision immediately following the removal. Additionally, the Organization may place a respondent non-student employee on administrative leave during the pendency of any investigation.

**Step 3: Investigation if Complaint is Covered by this Policy.**

If the complaint falls within the scope of this policy, the Compliance Coordinator will promptly and no later than ten (10) days after receipt of the complaint initiate an investigation.

The Compliance Coordinator may designate other school employees or an external investigator (the "Investigator") to assist with an investigation, as necessary, in his or her sole discretion. The Compliance Coordinator will advise the parties of the name of the Investigator assigned to the complaint. The Investigator will maintain a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the investigation.

To the extent practicable, the investigation shall:

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
3. Provide the parties with the same opportunities to have others present during any proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, though the Organization may establish restrictions regarding the extent to which the advisor may participate in the proceedings;
4. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate; and
5. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised, including the evidence upon which the recipient does not intend to rely in reaching

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a determination so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The Investigator may take any additional actions as necessary to complete the investigation.

The Investigator will maintain documentation of all proceedings related to the investigation, which may include, but is not limited to, notes or transcripts from witness interviews, evidence provided by witnesses or involved parties, audio recordings, or written findings of fact.

The Organization will strive to complete investigations, including issuance of the Investigator's written report to the complainant and respondent, in as timely and efficient a manner as possible within sixty (60) days of receipt of a complaint. However, this timeframe may be extended based on factors such as, but not limited to, schedule and availability of witnesses, holidays or semester breaks including summer break, and complexity of the complaint. If an investigation cannot be completed within sixty (60) days of receipt of the complaint, then the Investigator will notify the complainant and respondent of that fact in writing and provide a timeframe for completing the investigation. Both parties will be given periodic updates throughout the investigation process.

Prior to completion of any report by the Investigator, the Organization shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

After the completion of the 10-day period, the Investigator will create an investigative report with the results of the investigation that fairly summarizes relevant evidence, including the Investigator's findings and conclusions supporting the determination.

At least 10 days prior to the time of determination regarding responsibility, the Investigator will send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The Decision Maker must afford each party the opportunity to submit written, relevant questions that a party

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wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

**Step 4: Making a Finding - Determination regarding Responsibility.**

In reaching its finding, the Decision Maker will engage in an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person’s status as a complainant, respondent, or witness. The standard of evidence to be used by the Investigator to determine responsibility will be the preponderance of evidence standard.

**Step 5: Dismissal or Remedies.**

Where the Decision Maker determines sexual harassment has not been found against the respondent, the Organization will dismiss the complaint and send written notice of the dismissal and the reason(s) therefore simultaneously to the parties. [Note: A Discretionary Dismissal will also be issued if: the respondent leaves the school; the complainant withdraws the complaint; and/or there are circumstances that prevent the school from making a determination.]

Where a determination of responsibility for sexual harassment has been found against the respondent, the Organization will provide the written determination to the parties simultaneously and after the determination becomes final, will impose remedies/disciplinary actions designed to restore or preserve equal access to the Organization’s education program, activity, or employment. Such remedies may include counseling, course or class related adjustments, mutual restrictions on contact between parties, changes in work locations, leaves of absence, increased security and monitoring, or disciplinary action including suspension, warnings, termination of employment, or expulsion. The written determination will include the following: identification of allegations; description of procedural steps taken; findings of fact supporting the determination; conclusions based on the school codes; and procedures for appeals.

The Organization recognizes that false accusations, especially of sex-based harassment, discrimination, and/or violence may have serious effects on innocent persons. Any individual found to have made false accusations of sex-based harassment, discrimination, and/or violence may also be subject to appropriate disciplinary action.

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### **Step 5: Appeals.**

Any party not satisfied with the results of an investigation under this policy or the remedies taken because of: (a) a procedural irregularity that affected the outcome of the matter; (b) new evidence that was not reasonably available at the time the determination was made that could affect the outcome of the matter; or (c) the Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents that affected the outcome of the matter may submit a written appeal to the Compliance Coordinator within 10 days of receiving the final finding. Appeals shall be decided by the Appeal Decision Maker.

The written appeal shall state the nature of the disagreement with the result of the investigation, the reasons supporting the appeal, and how the outcome would be changed by reconsideration of the determination. The Appeal Decision Maker will consider all issues presented by the appealing complainant, respondent, or their parent/guardian and the relevant documentation.

As to all appeals, the Organization will:

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
3. Ensure that the decision-maker(s) for the appeal does not have a conflict of interest and is not biased;
4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
5. Issue a written decision describing the result of the appeal and the rationale for the result; and
6. Provide the written decision simultaneously to both parties.

The Appeal Decision Maker will issue a written determination no later than fifteen (15) days after receipt of the appeal.

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## **Confidentiality**

The Organization shall keep confidential the identity of any complainant or individual who has made a report or complaint of sex discrimination or harassment, any respondent or individual who has been reported to be the perpetrator of sex discrimination or harassment, and any witness, except as may be permitted by law.

Any information gathered during the investigation will only be shared with those who have a need-to-know, except in limited circumstances, including but not limited to, when the Organization is required by law to report the information or when such disclosure is necessary to protect the health, safety, or well-being of members of the Organization community.

## **Retaliation Prohibited**

The Organization shall not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy.

Retaliation or reprisal by any student or employee against complainants, witnesses, or any other individual who reports allegations of sex-based harassment, discrimination, and/or violence or provides information to assist in an investigation is strictly prohibited.

Individuals who believe they have been retaliated against in connection with such action should immediately report such conduct to the Compliance Coordinator. Anyone who is found to have retaliated against a student or employee under this section will be subject to disciplinary action, up to and including expulsion and/or termination of employment.



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## Procedures

### Child Abuse Reporting

Teachers, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency (Pen.Code, § 11166.)

### Suicide Prevention Procedures

Protecting the health and well-being of all students is of utmost importance to EAA. The EAA governing board has adopted a suicide prevention policy that is intended to protect all students through the following steps:

1. Information about recognizing and responding to warning signs of suicide, using coping skills, using support systems, and seeking help for themselves and friends will be provided. At the beginning of each school year, an informational pamphlet will be provided to each student's parent or guardian. It is the responsibility of each student's parent or guardian to review this information with him or her. Furthermore, students in grades 6-12 will be invited to attend an informational webinar aimed at raising awareness on mental health, suicide prevention, and increasing help-seeking behavior. If parents or guardians have any questions about the material in the pamphlet and webinars, they can contact the school's appointed suicide prevention liaisons:

School Counselors

(951)583-1557 and (951)583-1530

2. The school has designated suicide prevention coordinators (school counselors) to serve as points of contact for school staff to communicate with when students are in crisis and are in need of referrals to the appropriate resources for support.
3. When a student is identified as being at risk, they will be assessed by a school-employed mental health professional who will work with the student and help connect them to appropriate local resources.

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4. Students will have access to national resources which they can contact for additional support, such as:
    - a. Suicide and Crisis Lifeline - dial 988 or (800)273-8255
    - b. The Trevor Lifeline – dial 1.866.488.7386 or text START to 678-678
    - c. Crisis Text Line - text HOME to 741-741
  5. All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
  6. Students and parents should also know that because these matters relate to student safety, confidentiality and privacy concerns are secondary to seeking help for students in crisis.
  7. For a more detailed review of the school policy, please see our full comprehensive suicide prevention policy. This policy has been developed and adapted from the “Model School District Policy on Suicide Prevention,” which is a resource that outlines comprehensive model policies and best practices for schools to follow to protect the health and safety of all students. This resource was developed by examining strong local policies, ensuring that they are in line with the latest research in the field of suicide prevention, and identifying best practices for a national framework.

## **Uniform Complaint Procedure**

It is the policy of Elite Academic Academy (the “School”) to maintain a positive and productive working and educational environment. The School does not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, race, color, ancestry, or ethnicity, religion, sex, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in California Penal Code section 422.55, in its programs and/or activities and provides equal access to the Boy Scouts and other designated youth groups. OCR Notice of

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Non-Discrimination for Title VI, IX, Section 504, Age Disc. Act and Boy Scouts Act. The School is primarily responsible to ensure that it is compliant with all applicable federal and state laws and regulations. There are some circumstances, however, when employees or students may take issue with other employees or students, or someone may believe that a violation of federal or state law is occurring in certain educational programs. The School encourages complainants to first address the issue with the other person directly using conflict resolution skills when possible.

### **Types of Complaints to be Filed Using the UCP**

If, however, the complainant does not feel comfortable with this approach or the complaint involves harassment, discrimination, intimidation, or bullying based upon the above-identified characteristics, or any other legally protected category, in its programs or activities, federal or state laws, or regulations governing educational programs, or improper student fees, failure to accommodate lactating students, and Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) resources, failure to comply with statutes relating to foster care pupil records transfers or foster care pupil education or a complaint that the School has not complied with the requirements of Education Code sections 47606.5 (annual update to goals and annual actions) or 47607.3 (outcomes for pupil subgroups), as applicable, or other violation of state or federal law under the following programs: Adult Education, Federal Title I-VII programs, including improving academic achievement, compensatory education, English learner programs, After School Education and Safety, Agricultural Vocation Education, American Indian Education Centers and Early Childhood Education Program Assessments, Migrant Education, Career Technical and Technical Education and Training Programs, Child Care and Development Programs, Child Nutrition Programs, Special Education Programs, or Safety Planning Requirements, Physical Education: Instructional Minutes; Pupil Instruction: Course Periods without Educational Content or Previously Completed Courses; Regional Occupational Centers and Programs; and Tobacco Use Prevention Education], the complainant must use the below identified complaint procedure. The School will investigate complaints and seek to resolve them in compliance with this policy.

### **Dissemination**

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The School will send to students, employees, parents or guardians of its students, school advisory committees, and other interested parties a notice of rights under this policy on an annual basis. Upon request, a copy of this policy will be made available free of charge and is also available on the School's website.

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## Regulations

### Title I Federal Funds

Title 1 provides federal funds to schools with high percentages of low-income students. These funds pay for extra educational services to help at-risk students achieve and succeed regardless of any disadvantages through no fault of their own. Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's rigorous academic standards.

### Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the school receives a request for access. Parents or eligible students should submit to the Program Director a written request that identifies the records they wish to inspect. The Program Director will make a decision regarding access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write to the Program Director, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

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3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. For this purpose, a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel), or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees, and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that processes FERPA complaints are:

Family Policy Compliance Office

U.S. Department of Education

400 Maryland Avenue, SW

Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the

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school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining the prior written consent of the parents or the eligible student:

1. To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met.
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34.
3. To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the CDE. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, enforcement or compliance activity on their behalf.
4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid
5. To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38.
6. To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.

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7. To accrediting organizations to carry out their accrediting functions.
  8. To parents of an eligible student if the student is a dependent for IRS tax purposes.
  9. To comply with a judicial order or lawfully issued subpoena.
  10. To appropriate officials in connection with a health or safety emergency, subject to §99.36.
  11. Information the school has designated as “directory information” under §99.37.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent’s prior written consent. The primary purpose of directory information is to allow the school to include information from your child’s education records in certain school publications. Examples include:

1. A playbill, showing your student’s role in a drama production.
2. An annual yearbook.
3. Honor roll or other recognition lists; and graduation programs.

Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. If you do not want the school to disclose any or all of the types of information designated below to outside organizations as directory information from your child’s education records without your prior written consent, you must notify the school and “opt-out” of the directory.

All of the following items of directory information relating to a student may be released to a designated recipient unless a written request is on file to withhold its release:

- Name
- Address
- Date of birth
- Dates of attendance (e.g., by academic year or semester)
- Current and most previous school(s) attended
- Degrees and awards received

In addition, two federal laws require a school receiving assistance under the Elementary and Secondary Education Act of 1965, as amended, to provide military recruiters, upon request, with the following information: names, addresses and telephone listings, unless



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parents have advised the school that they do not want their student's information disclosed without their prior written consent.

### **California Healthy Youth Act (CHYA) (AB 2601)**

CHYA requires that all California public schools provide comprehensive sexual health and HIV prevention once in middle school grades 7-8 and once in high school grades 9-12. AB 2601 extended that requirement to charter schools. The law requires the following:

1. To provide pupils with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy;
2. To provide pupils with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family;
3. To promote understanding of sexuality as a normal part of human development;
4. To ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end;
5. To provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

You as a parent also have the right to excuse your child from participating. If you choose to not participate, please send an email to the Director of your program with the following:

1. Name of Student
2. Date
3. Signature
4. State that you are excusing your child from CHYA instruction

This must be done once in high school and once in middle school.

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# Student/Parent Handbook

## Acknowledgement Form

The Elite Academic Academy handbook describes important information about, among other things, EAA academies, state, and federal regulations and policies. Because information, policies, and benefits are subject to change, I acknowledge that revisions to the EAA Handbook may occur.

My parents/guardian(s) and I acknowledge that we have received a copy of the EAA Student/Parent Handbook. I acknowledge that I will abide by the guidelines and policies contained therein. I acknowledge and will abide by the guidelines for email, IM, internet, integrity, cheating, and plagiarism for EAA. I have read and understand the importance of attending state testing. I understand that assessment is mandatory at Elite Academic Academy to document student progress.

Completing this acknowledgment form confirms that my parent/guardian(s) and I have read and reviewed and understand the contents of the EAA Parent/Student Handbook.

Please sign and return to your assigned Elite Educator.

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Parent/Guardian Name (Please print)

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Parent/Guardian Signature

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Date

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Student Name (Please print)

---

Student Signature

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Date



2023-2024

Dear Prospective Educational Materials Partner:

**Elite Academic Academy Charter School** (henceforth referred to as “Elite”), a California nonprofit corporation is a high-quality independent study charter school. We have received a request to order your materials. If you are interested in providing materials for our students, please carefully review the entire Educational Materials Partner Agreement Packet and mail or email the completed application to:

**Elite Academic Academy**  
**43414 Business Park Drive**  
**Temecula, CA 92590**  
**(866) 354-8302 Ext. 3602**  
[communityrelations@eliteacademic.com](mailto:communityrelations@eliteacademic.com)

**Required Documents:**

1. Educational Materials Partner Information Sheet
2. Process and Procedures Overview Page
3. W-9 Form

Upon receipt of a signed and completed Educational Materials Partner Agreement Packet, **Elite** will evaluate and send notification with a decision of the application within 10 business days. Approved Community Partners will be identified on Elite’s website. **Elite reserves the right to remove any Community Partner from their website at any time, including for violation of the terms of this Educational Materials Partner Agreement Packet.**

**Elite** uses a purchase order (PO) system for all partners. All POs must be approved by a Director or designee before invoices can be paid. Invoices should only be generated after materials or items have been shipped, and actual receipt must be verified by Accounts Payables. Partners who immediately generate invoices prior to shipment will be at risk of being suspended from the approved partner list, and/or payment will be delayed until the next AP cycle. Elite will not process payments merely upon the issuance of a PO.

Thank you for your interest in providing materials for our students. We look forward to working with you.

Community Relations Department

*Go Green! We’re trying to cut down on paper.*

Electronic documents are preferred as they ensure that information is clear and legible.





Please enter your Tax ID # here:

**(for CR office use only)**  
OPS #:

**Educational Materials Partner Information Sheet**

Educational Materials Partner/Company Name:	Purchase Order Email (PO will be sent to this email address):
Type of Material(s) Offered (please be specific):	Primary Phone Number:
Primary/Alternate Contact Person(s):	Alternate Phone Number:
Website Address (if applicable):	Fax Number:
Mailing Address (Number & Street), City, State, Zip:	
<b>**Community Partner's Contact Billing Information**</b> <i>(The section below must be completed)</i>	
Billing Contact:	
Checks Made Payable To ( <b>name on W-9</b> ):	Billing Phone Number:
Billing Address:	Billing Email:

**PLEASE COMPLETE, SIGN, & RETURN a copy of the following:**

1. Educational Materials Partner Information Sheet
2. Process and Procedures Overview Page
3. W-9 form

If any required information or supporting documentation is missing or filled out incorrectly, CR will attempt to assist in clarifying which items are still outstanding. Prospective partners will have 30 calendar days from the date the initial application was received by Elite to complete the evaluation process. If the partner application process is not completed within this aforementioned time period, the application will no longer be considered active, and the file will be closed accordingly. If there is any change in the partner's contact information, Elite must be informed in writing within 30 calendar days via email/fax or regular mail.

This Agreement is by and between two Independent Contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**By signing below, you understand and agree to the above conditions for becoming an approved Community Partner for Elite Academic Academy.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### Process and Procedures for Educational Materials Partners

1. The parent or legal guardian should contact their Elite Educator who will place a PO for materials.
2. Each PO will be processed by AP and emailed to the Community Partner.
3. Educational Materials Partner will provide only those materials which are identified on the PO. **POs may not be altered by the Community Partner once issued. Please verify that the items are correctly identified, and the pricing is accurate. If there is any kind of error or discrepancy, Community Partners are responsible for contacting AP via email at [acctspayable@eliteacademic.com](mailto:acctspayable@eliteacademic.com) to try and address the issue in a timely manner.**
4. Once materials have been delivered, the Educational Materials Partner should submit a detailed invoice to the AP department at [acctspayable@eliteacademic.com](mailto:acctspayable@eliteacademic.com), which must be sent via email or regular mail.
5. AP processes checks on a Net +30 basis, upon receipt of materials.
6. Elite reserves the right to **modify the above payment options terms** in the event the state of California defers scheduled payments to public schools.

#### **ELITE WILL NOT:**

1. Provide payment until after materials have been received.
2. Issue payment of an invoice if not properly submitted – e.g. missing a matching PO number.
3. Authorize or pay for items that are sectarian or denominational as this is not allowed for a public school.

**By signing below, the Educational Materials Partner acknowledges and accepts the aforementioned policies and procedures.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





2023-2024

Dear Prospective Instructional Services Partner:

**Elite Academic Academy Charter School (henceforth referred to as “Elite”),** a California nonprofit corporation is a high-quality independent study charter school. We have received a request to use your services. Please know, **services provided by Community Partners associated with Elite are intended to supplement the educational services provided by our Credentialed Elite Educators to its students, not replace those services.** Elite remains committed to ensuring that all of its students benefit from equal educational opportunities and that **core educational curricula be provided exclusively by Elite** to its students.

If you are interested in serving our students, please carefully review the entire Instructional Services Partner Agreement Packet and mail or email the completed application to:

**Elite Academic Academy  
43414 Business Park Drive  
Temecula, CA 92590  
(866) 354-8302 Ext. 3602**

[communityrelations@eliteacademic.com](mailto:communityrelations@eliteacademic.com)

**Required Documents:**

1. Instructional Services Partner Information Sheet
2. Purchase Order Contract Terms
3. Process and Procedures Overview Page
4. Employer Fingerprinting Clearance Form
5. *Live Scan\** Fingerprint Form (DOJ)- **ANY AND ALL EMPLOYEES OF THE COMMUNITY PARTNER WHO MAY HAVE CONTACT WITH ELITE STUDENTS**
6. W-9 Form
7. Community Partner Rate Sheet
8. Virtual and In-Person Enrichment Services Plans
9. Community Partner Marketing Information
10. Proof of liability insurance (the declaration page or an insurance card will be sufficient). [*Note: Elite Academic MUST be added as a Certificated Holder.*]
11. Resume (including references) to establish qualifications – e.g. relevant experience, degrees, etc.

Upon receipt of signed Purchase Order Contract Terms, and a complete Instructional Services Partner Agreement Packet, **Elite** will evaluate and send notification with a decision of the application within 10 business days. Approved Community Partners will be identified on Elite’s website. **Elite reserves the right to remove any Community Partner from the website at any time, including for violation of the terms of this Instructional Services Partner Agreement Packet.**



Unless an Instructional Services Partner receives a signed Purchase Order (PO) by Elite, services performed will not be considered authorized by Elite, which means that any services rendered prior to issuance of a signed PO will not be paid.

**COVID-19: In an effort to abide by all local, state and federal regulations and the health and safety of Elite. Elite will comply with fed/state/county/city requirement and guidelines (including those issued by CDPH, Cal-OSHA, and the CDC), their industry’s guidelines, and the industry guidelines for schools and school based programs. Elite Academic Academy will be honoring PO’s for virtual, indoor and outdoor services by our Community Partners that abide by all safety measures set forth by federal law, the California Department of Health, county regulations, and the industries mentioned above.**

Community Partners must send invoices to the Accounts Payable (AP) department email at [acctspayable@eliteacademic.com](mailto:acctspayable@eliteacademic.com) for actual services rendered. If you would like to submit invoices through our **Online Purchasing System (OPS)**, you will receive separate instructions after you have been approved. All terms and conditions apply regardless of the invoice submission method. All invoices are subject to verification by AP personnel. We do not process payments merely upon the issuance of a PO.

*All Community Partners should send detailed invoices to AP the **following month** for services rendered during the **previous month** - e.g. art lessons provided during September should be invoiced in October. AP processes invoices from Community Partners in two ways: (1) **Community Partners that utilize our ACH payment option are paid on “net 30” terms; and (2) Community Partners requesting manual checks will be paid on “net 45” terms.***

Community Relations Department

*Go Green! We’re trying to cut down on paper.*

Electronic documents are preferred as they ensure that information is clear and legible.







Please enter your Tax ID # here:

(for CR office use only)

OPS #:

**Instructional Services Partner Information Sheet**

Community Partner/Company Name:	Primary/Alternate Contact Person(s):
Complete Primary Address (Number & Street), City, State, Zip:	
Purchase Order Email (PO will be sent to this email address):	Primary Phone Number:
ACH Payment Option ( <b>provide email</b> ):	Alternate Phone Number:
Website Address (if applicable):	
Type of Service(s) Offered (please be specific):	
<b>**COMMUNITY PARTNER'S CONTACT BILLING INFORMATION**</b> (The section below <u>must</u> be completed)	
Billing Contact:	
Checks Made Payable To ( <b>name on W-9</b> ):	Billing Phone Number:
Billing Address:	Billing Email:

**PLEASE COMPLETE, SIGN, & RETURN a copy of the following:**

1. Instructional Services Partner Information Sheet
2. Purchase Order Contract Terms
3. Process and Procedures Overview Page
4. Employer Fingerprinting Clearance Form
5. Live Scan\* Fingerprint Form (DOJ)- **ANY AND ALL EMPLOYEES OF THE COMMUNITY PARTNER WHO MAY HAVE CONTACT WITH ELITE STUDENTS**
6. W-9 Form
7. Community Partner Rate Sheet
8. Virtual and In-Person Enrichment Services Plans
9. Community Partner Marketing Information
10. Proof of liability insurance (the declaration page or an insurance card will be sufficient) [*Note: Elite Academic MUST be added as a Certificated Holder.*]
11. Resume (including references) to establish qualifications – e.g. relevant experience, degrees, etc.

If any required information or supporting documentation is missing or filled out incorrectly, CR will attempt to assist in clarifying which items are still outstanding. Prospective partners will have 30 calendar days from the date the initial application was received by Elite to complete the evaluation process. If the partner application process is not completed within this aforementioned time period, the application will no longer be considered active, and the file will be closed accordingly. If there is any change in the partner's contact information, Elite must be informed in writing within 30 calendar days via email/fax or regular mail.

**By signing below, you understand and agree to the above conditions for becoming an approved Community Partner for Elite Academic Academy.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### Purchase Order Contract Terms

**The Community Partner providing instructional services will be referred to as CP, Accounts Payable will be referred to as AP, and Community Relations will be referred to as CR.**

*In consideration set forth below, CP agrees that CP can provide services to Elite students pursuant to the terms set forth in this Agreement.*

1. The CP will **NOT** begin services without a signed PO issued from AP.
2. The CP's services are **supplemental to** the CORE educational services provided by our Credentialed Elite Educators to our students and does **not replace those services.**
3. The CP's services provided **DO NOT** serve as a private school (students are not allowed to attend any facility 4-5 days a week or receive any of their CORE Education from the CP).
4. The CP's fees agreed to in this Purchase Order will remain in effect during the 2023-2024 year, and the CP will not increase their fees during the 2023-2024 school year.
5. **Elite** will only pay the price and for the number of classes listed on the PO. All CPs are responsible to reconcile POs with their invoices.
6. The CP is not authorized to provide any services that are not listed or are inconsistent with the applicable PO, and CP acknowledges that **Elite** will not pay for any services that are not explicitly identified in the PO.
7. The CP will not provide services and Elite will not pay for services that are sectarian or denominational because **Elite** is a public charter school using taxpayer money.
8. AP will only make payment for CP's services after services have actually been performed.
9. **The CP will not be reimbursed for any services provided to their child/children.**
10. If the CP is already otherwise employed by Elite, it is not allowed to provide CP services to students without authorization by the CEO.
11. All CPs shall submit a DOJ Live Scan for **Elite**, (forwarding a copy of a DOJ Live Scan for another entity cannot be accepted). The Community Relations department has included this form in each packet.

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12. If the CP has employees/contractors who will have contact with students, the CP shall conduct a criminal background check of all such persons using DOJ Live Scan and certify via the Employer Fingerprinting Clearance Form that all have been cleared and that none have been convicted (or has a criminal action pending) of a violent or serious felony as set forth therein. In compliance with SB593's trailer bill, requiring criminal background checks for contracted staff. **CPs are financially responsible for their employees' DOJ Live Scan fees.**
13. The CP is responsible for having all new employees/contractors (hired subsequent to being approved as a CP) cleared using DOJ Live Scan prior to having any direct contact with students. The CP shall provide Elite with an updated certification pursuant to Employer Fingerprinting Clearance Form for each new employee/contractor. The CP shall continually monitor the status of all its employees/contractors to ensure that any certification provided to Elite pursuant to Employer Fingerprinting Clearance Form remains valid and accurate.
14. The CP shall notify the Community Relations Department (CR) via email at [communityrelations@eliteacademic.com](mailto:communityrelations@eliteacademic.com) immediately of any adverse DOJ report, as well as any change of status of CP or its employees/contractors, which would render any previously submitted DOJ clearance or certification pursuant to the Employer Fingerprinting Clearance Form invalid or inaccurate.
15. The CP certifies that if an ORI has been or will be submitted, then a list of employees/contractors working with students must be submitted prior to having any direct contact with students.
16. The CP certifies that if an ORI is not submitted, then ANY and ALL employees/contractors working with students must be fingerprinted through Elite prior to having any direct contact with students.
17. The CP shall only service students from the first day of school (08/28/23) through the last day of school (06/13/24).
18. The CP agrees that its invoices must be submitted **the following month** after services have been rendered **in the prior month** to the AP department at [acctspayable@eliteacademic.com](mailto:acctspayable@eliteacademic.com).
19. **All CP invoices must reference the appropriate PO number. AP will attempt to alert CPs of discrepancies, but the CP is responsible for submitting invoices with accurate information and acknowledges that such errors may result in processing delays where payment may not be sent until the following month.**
20. All CP final invoices must be sent **by June 21st, 2024.**
21. AP processes invoices from CPs in two ways: **(1) Community Partners that utilize our ACH payment option are paid on “net 30” terms; and (2) Community Partners requesting manual checks will be paid on “net 45” terms.**

Initial here \_\_\_\_\_



22. Elite reserves the right to **modify the above payment options terms** in the event the state of California defers scheduled payments to public schools.
23. This Purchase Order Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. This contract, as well as the independent contractor relationship, can be terminated by either the CP or Elite at any time for any reason.
24. The CP shall have its own liability insurance and furnish a copy of a declaration page or proof of insurance card showing that coverage is in force (*with Elite Academic Academy named as a Certificated Holder*) while they are providing services to students. If coverage expires during the school year, it is the CP's responsibility to (a) renew coverage immediately and (b) send a copy of their updated declaration page or new proof of insurance card to CR to prove they have active coverage. CPs who do not update their insurance information will be in breach of this agreement, which would result in immediate termination. We do not accept CPs who do not have their own liability insurance and instead rely on students to purchase their own insurance coverage from a 3rd party.
25. Indemnity--All work, services, and obligations performed by or required of CP under this Purchase Order Contract shall be at the risk of CP exclusively, and CP shall indemnify, defend, and hold harmless Elite, its officers, officials, employees, and volunteers from and against all of the following: Any and all liability, claims, damage, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or inconnection with CP's work, service, and obligations hereunder, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of Elite. The indemnity requirements provided herein shall survive the termination or expiration of the contract.
26. The application process for becoming a CP will be reviewed and submitted yearly for approval by the Community Relations Department.
27. Any employees, agents, or principals of Elite that are related to or have business relationships with employees, agents, or principals of a CP shall not have any direct or indirect administrative or operational authority over the other person. This prohibition means not only that a person cannot supervise the other person but also that the other person cannot be in that person's chain of command; for example, a family member or work partner is the Director.

**By signing below, you AGREE to the above contract terms and understand that any deviation from these terms will result in the removal of approved Community Partner status.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Process and Procedures for Instructional Services Partners

1. The parent or legal guardian should contact the Community Partner for pertinent information regarding available services, including but not limited to: time, location, and price.
2. The parent or legal guardian should contact their Elite Educator who will place a PO for services.
3. Each signed PO will be processed by AP and emailed to the Community Partner.
4. Instructional Services Partner will provide only those services which are identified on the PO. **POs may not be altered by the Community Partner once issued. Please check the cost for the service and number of services to be provided. If there is any kind of error or discrepancy, Community Partners are responsible for contacting AP via email to try and address the issue in a timely manner.**
5. Once services are completed, the Instructional Services Partner should submit a detailed invoice to the AP department at acctspayable@eliteacademic.com or by utilizing the Elite Online Purchasing System (OPS). Invoices should be sent to AP by the month following the rendition of services.
6. **AP processes invoices from Community Partners in two ways: (1) Community Partners that utilizes our ACH payment option are paid on “net 30” terms: and (2) Community Partners requesting manual checks will be paid on “net 45” terms.**
7. Elite reserves the right to **modify the above payment options terms** in the event the state of California defers scheduled payments to public schools.

**ELITE WILL NOT:**

1. **Be liable or pay for any services you, as a Community Partner, provided prior to the issuance of a valid PO.**
2. **Provide payment before services have been rendered.**
3. **Issue payment if an invoice is not properly submitted – e.g. missing the matching PO number and/or the date(s) of service, the student, or classes listed on the invoice do not match the PO. AP will attempt to assist the Community Partner in providing the necessary and correct information, but processing delays may cause payment to be delayed until the issue is resolved.**

*Elite reserves the right to terminate this agreement for non-compliance – e.g. if a Community Partner repeatedly fails to turn in an invoice with attendance dates or provides services and issues invoices without a pre-approved PO.*

*If a Community Partner is reported upon by the DOJ or if there is any incident that potentially puts students at risk, we will investigate the matter and may terminate this agreement immediately to protect the safety of and well-being of its students.*

**By signing below, the Instructional Services Partner acknowledges and accepts the aforementioned policies and procedures.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



EMPLOYER FINGERPRINTING CLEARANCE FORM

I hereby certify that I, \_\_\_\_\_(Community Partner), have conducted a criminal background check of all employees/contractors who will have contact with students, through the Department of Justice (DOJ), in accordance with Education Code Section 45125.1 and I certify to **Elite**, that no employee/contractor of the COMMUNITY PARTNER working with students of **Elite** has been convicted of a violent or serious felony as defined by Penal Code 667.5(c) and 1192.7(c), or any other applicable statute, nor has a criminal action pending upon charges of commission of a violent or serious felony as defined therein.

List all employees/contractors who will have contact with Elite students. You may attach another sheet, if necessary.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

\_\_\_\_\_ Check box AND initial if no employees/contractors.

**Please select one:**

- \_\_\_\_\_ has completed and returned the Live Scan included in this Community Partner packet.
- \_\_\_\_\_ has provided Company ORI Number issued by the DOJ  
(all documentation must be provided)

\_\_\_\_\_  
**Community Partner (if different from below)**

\_\_\_\_\_  
**ORI Number issued by DOJ**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



---

## Live Scan\* Fingerprinting Information Sheet

**NOTE:** The cost of Live Scan Fingerprinting is the responsibility of the Community Partner.

**Three (3) copies of the DOJ form have been included in the Community Partner packet. You will need to fill out all 3 copies and take them to the fingerprinting service office of your choice and have the Live Scan\* operator fill in all 3 when done.**

1. The Live Scan Fingerprinting (DOJ) Form is attached. We have filled out all appropriate sections prior to sending the form to the Community Partner.
2. Community Partner is responsible for properly filling out the applicant information section ONLY and scheduling a Live Scan appointment with an approved Live Scan Operator\*\*

\*\*For a list of Live Scan Operators visit: <https://oag.ca.gov/fingerprints/operators>

3. Community Partner is responsible for ensuring that the Live Scan Operator completely fills out the last section on the form.
4. Each Community Partner needs to ensure that the Live Scan operator maintains one copy for their records, **returns one copy of the completed Live Scan form to Elite with the completed Community Partner packet**, and keeps one copy for his/her records.
5. Community Partner is responsible for any and all fees owed to the Live Scan Operator at the time of services.
6. Once the Community Partner's fingerprints are processed by the U.S. Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), we will review the entire application and make a determination as to whether or not the applicant should be added to the Approved Community Partner List.



# REQUEST FOR LIVE SCAN SERVICE

[Print Form](#)

[Reset Form](#)

## Applicant Submission

AM762

Volunteer/Vendor

ORI (Code assigned by DOJ)

Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

### Contributing Agency Information:

Elite Academic Academy

23240

Agency Authorized to Receive Criminal Record Information

Mail Code (five-digit code assigned by DOJ)

43414 Business Park Drive

Meghan Freeman

Street Address or P.O. Box

Contact Name (mandatory for all school submissions)

Temecula CA 92590

(866) 354-8302 ext 702

City State ZIP Code

Contact Telephone Number

### Applicant Information:

Last Name

First Name Middle Initial Suffix

Other Name

First Suffix

(AKA or Alias) Last

Date of Birth Sex  Male  Female

Driver's License

Height Weight Eye Color Hair Color

Billing Number

(Agency Billing Number)

Place of Birth (State or Country) Social Security Number

Misc. Number

(Other Identification Number)

Home Address Street Address or P.O. Box

City State ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service:  DOJ  FBI

If re-submission, list original ATI number:  
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City State ZIP Code

Telephone Number (optional)

### Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency LSID

ATI Number Amount Collected/Billed





# REQUEST FOR LIVE SCAN SERVICE

[Print Form](#)

[Reset Form](#)

## Applicant Submission

AM762  
ORI (Code assigned by DOJ)

Volunteer/Vendor  
Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

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Meghan Freeman  
Contact Name (mandatory for all school submissions)

Temecula CA 92590  
City State ZIP Code

(866) 354-8302 ext 702  
Contact Telephone Number

### Applicant Information:

Last Name

First Name Middle Initial Suffix

Other Name (AKA or Alias) Last

First Suffix

Date of Birth Sex  Male  Female

Driver's License

Height Weight Eye Color Hair Color

Billing Number (Agency Billing Number)

Place of Birth (State or Country) Social Security Number

Misc. Number (Other Identification Number)

Home Address Street Address or P.O. Box

City State ZIP Code

Your Number: OCA Number (Agency Identifying Number)

Level of Service:  DOJ  FBI

If re-submission, list original ATI number: (Must provide proof of rejection)

Original ATI Number

### Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City State ZIP Code

Telephone Number (optional)

### Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency LSID

ATI Number Amount Collected/Billed



# REQUEST FOR LIVE SCAN SERVICE

[Print Form](#)

[Reset Form](#)

## Applicant Submission

AM762  
ORI (Code assigned by DOJ)

Volunteer/Vendor  
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(866) 354-8302 ext 702  
Contact Telephone Number

### Applicant Information:

Last Name  
Other Name (AKA or Alias) Last

First Name Middle Initial Suffix  
First Suffix

Date of Birth Sex  Male  Female

Driver's License

Height Weight Eye Color Hair Color

Billing Number (Agency Billing Number)  
Misc. Number (Other Identification Number)

Place of Birth (State or Country) Social Security Number

Home Address Street Address or P.O. Box

City State ZIP Code

Your Number: OCA Number (Agency Identifying Number)

Level of Service:  DOJ  FBI

If re-submission, list original ATI number: (Must provide proof of rejection)

Original ATI Number

### Employer (Additional response for agencies specified by statute):

Employer Name  
Street Address or P.O. Box  
City State ZIP Code

Mail Code (five digit code assigned by DOJ)  
Telephone Number (optional)

### Live Scan Transaction Completed By:

Name of Operator  
Transmitting Agency LSID

Date  
ATI Number Amount Collected/Billed

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## 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.

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="border: none;">-</td> <td style="border: none;">-</td> <td style="border: none;">-</td> <td style="border: none;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
<b>or</b>								
<b>Employer identification number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="border: none;">-</td> <td style="border: none;">-</td> <td style="border: none;">-</td> <td style="border: none;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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## 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](http://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.*







## Community Partner Marketing Information

*Our Community Partners are very important to us. In an incredibly competitive market, we want to ensure that students are served, and that Community Partners meet desired goals. We have designed this page to help us get a clear understanding of how we can effectively inform parents and students about the services offered and how they align to Common Core Standards.*

Website name/address:
Social Media (please list all forms of social media, Facebook, Instagram, Snapchat, etc.):
Please attach a short write up about your company, and provide your personal resume. Please explain what academic subject your business offers students and how it supplements the core Academic Program at Elite Academic Academy.
Please be sure to attach any flyers and marketing materials along with your Community Partner paperwork.
Please send any reviews that you may have received since your business has been established (Yelp, Angie's List, Craigslist, etc.)

ADMINISTRATIVE SALARY RANGE			
<b>Cabinet/Directors</b>	<b>12 month calendar only</b>		
Cabinet	By Contract		* Split between both charters
Special Education Director	<b>\$160,000 - \$190,000</b>	*State Study Average \$ 155,000	* Split between both charters (232 calendar)
Low	\$160,000		
Medium	\$175,000		
High	\$190,000		
Director	<b>\$130,000 - \$160,000</b>	*State Study Average \$144,000	* Split between both charters (232 calendar)
Low	\$130,000		
Medium	\$145,000		
High	\$160,000		
Associate Director	<b>\$115,000-\$125,000</b>	*State Study Average \$124,000	* Split between both charters (232 calendar)
Low	\$115,000		
Medium	\$120,000		
High	\$125,000		
Assistant Director	<b>\$100,000-\$115,000</b>	*State Study Average\$105,000	* Split between both charters (232 calendar)
Low	\$100,000		
Medium	\$105,000		
High	\$115,000		
Coordinator	<b>\$90,000 - \$110,000</b>	*State Study Average \$96,000	* Split between both charters (23 calendar)
Low	\$90,000		
Medium	\$100,000		
High	\$110,000		

\* Admin has the right to place an employee on the Low, Medium or High starting salary pay range based on:

#1a) Years of experience in the field

#1b) Years of experience working for EAA

#2) Annual increases given based on starting salary pay rate

Board Approved June 1, 2023

Updated SPED Director 06/06/23, Pending board approval