

*Journey School
A California Public Charter School*

Thursday, May 23, 2024
REGULAR MEETING AGENDA

4:00 p.m.

*At Journey School
27102 Foxborough
Aliso Viejo, CA 92656*

(949) 448-7232
www.journeyschool.net

NOTE: This meeting will be held in person on the Journey School campus and will be live streamed via Zoom. Members of the public are welcome to attend in person or online. Join Zoom Meeting:
<https://us06web.zoom.us/j/86025029240?pwd=3Ww1qZ3nZAbuPqWnlC6wnsvu9uqK8j.1>

Meeting ID: 860 2502 9240 Passcode: 92629
One tap mobile +16694449171,,86025029240#,,,,*92629# US

BOARD MEMBERS:

*Amy Capelle, Council President
Melissa Dahlin, Council Vice President
Margaret Moodian, Council Secretary
Jeannie Lee, Board Member
Michael Allbee, Board Treasurer*

ADVISORY POSITIONS:

*Cassie Kawling, Parent Cabinet Advisor
Faculty Advisor, TBD*

INSTRUCTIONS FOR PRESENTATIONS TO THE COUNCIL BY PARENTS AND CITIZENS

Journey School welcomes your participation at the school's Council meetings. The purpose of a public meeting of the Council is to conduct the affairs of Journey School in public. We are pleased that you are in attendance. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

- 1. Agendas are available to audience members during the meeting and on the school website.*
- 2. "Request to Speak" cards are available for all audience members who wish to speak prior to an agenda item or under the general category of "Public Comment." "Public Comment" time is set aside for members of the audience to raise issues that are not specifically on the*

agenda. However, due to public meeting laws, the Council can only listen to your issue, not discuss your issue, respond in substance or take action. These presentations are limited to five (5) minutes (ten (10) minutes if a translator is needed) and total time allotted to non-agenda items will not exceed thirty (30) minutes. The Council may give direction to staff to respond to your concern.

3. With regard to items that are on the agenda, you may specify that agenda item on your “Request to Speak” card and submit the card prior to an agenda item. The public comment period precedes presentations on that agenda item by staff and/or school committees, Council discussion, and deliberation. You will be given an opportunity to speak for up to five (5) minutes (ten (10) minutes if a translator is needed).
4. When addressing the Council, speakers are requested to state their name and adhere to the time limits set forth.
5. Audience members attending a meeting virtually are required to follow the guidelines specified in points 1 through 4 with the following exception noted: In lieu of a “Request to Speak” card, an audience member may utilize the chat function to indicate their name and a request to speak under the general category of “Public Comment” or at a specific agenda item. All other comments, questions, and dialogue entered into the chat will not be entered into public record and will not be responded to/addressed.

Notices: Journey does not discriminate on the basis of disability in the admission or access to, or treatment in employment in its programs or activities. Please notify the office at (949) 448-7232 twenty-four (24) hours prior to the date of the meeting for disability accommodations necessary in order to participate. Per California Government Code section 54957.5(b), Journey shall make materials that are part of the regular agenda packet available in the office and/or on the school’s website www.journeyschool.net, without delay and at the same time, they are distributed to the Council.

	AGENDA ITEM	SPONSOR	EST. TIME
1	Call to Order and Roll Call	Amy Capelle	4:00
2	Inspirational Passage	Shelley Kelley	4:05
3	Approval of Agenda* NOTE: The order of the agenda may be changed without prior notice to the public.	Amy Capelle	4:10
4	BOARD DEVELOPMENT and OVERSIGHT (Discussion/Action): A. 2023-2024 Board Calendar/Schedule meetings: To discuss the June meeting and possible date change.	Amy Capelle	4:15
5	PUBLIC COMMENT: Members of the public may contribute public comment. Reminder: See policy above for time guidelines.	Amy Capelle	4:20
6	CONSENT AGENDA ITEMS: Items on Consent Agenda may be approved with one motion and vote for all but without discussion. If an item is to be discussed, it is	Gavin Keller	4:25

	<p>removed from the Consent Agenda and moved to an Action Item immediately following the Consent Items.</p> <p>A. Approval of Minutes*: Minutes from regular meeting April 25, 2024.</p> <p>B. Contract with ExED*: Approval of renewal of contract with ExED and Notice of Terms of Supplement</p> <p>C. Title I Parent and Family Engagement Policy*: Annual approval of policy</p>		
7	<p>SCHOOL OPERATIONS: Discussion/Action</p> <p>A. Budget for 2024-25 fiscal year*: Review of the draft 2024-2025 budget and discussion/incorporation of additional input</p> <p>B. Public Hearing for Local Control and Accountability Plan*: Public Hearing of LCAP annual update and review of draft 2024-2025 plan</p> <p>C. Staffing Plan 2024-2025*: Review of draft staffing plan for the 2024-20254 school year including a review of a Non Public Agency agreement for contracted staff services for Special Education</p> <p>D. Handwork Storage and Outdoor Classroom*: Review of preliminary plans and approval of projected expenses.</p> <p>E. Purchase of Laptop Computers for Student Use*: Purchase cost to be reimbursed by approved government funding.</p> <p>F. Student Information System*: Discussion and review of agreement/license for AERIES, a student information system.</p> <p>G. ExEd Contract*: Discussion and review of additional services to include CALPADS Data Management and Data Reporting Support Services for state and federal reporting.</p>	Gavin Keller	4:30
8	<p>INFORMATION ITEMS: Reports</p> <p>A. Financial Update*: Report on April financials and May Revise</p> <p>B. Faculty Update: Update on Faculty activities.</p> <p>C. Parent Cabinet Update: Update on Parent Cabinet activities</p> <p>D. Administrative Update: Report from School Director, including update on material revision of Charter, Special Education transition, food and nutrition services, Universal Transition Kindergarten Program, and end of year events.</p>	<p>Larry Tamayo</p> <p>TBD</p> <p>Cassie Kawling</p> <p>Gavin Keller and Shelley Kelley</p>	5:10

9	<p>CLOSED SESSION: The meeting will now convene to closed session to discuss the matters described below:</p> <p>1. Pursuant to Government Code §54957: Public Employee Performance Evaluation, Title: School Executive Director</p> <p>RECONVENE TO OPEN SESSION: The meeting was reconvened to open session at: ___ p.m.</p> <p>PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION (includes the vote or abstention of every member present)</p>		5:30
10	Adjournment	Amy Capelle	6:00

*Agenda publicly posted at Journey School on **May 20, 2024.**
And on the school website at www.journeyschool.net*

**Items that are expected to have back up materials provided prior to or at the meeting are indicate with an asterisk. Other items may also have back up materials provided.*

Journey School Council Regular Meeting Schedule

Approved June 15, 2023
Revised August 31, 2023
Revised September 28, 2023
Revised October 26, 2023
Revised April 25, 2024

2023-24 School Year

Day	Date	Year	Notes	
	July	2023	No regular meeting	
Thursday	August 31	2023	^	Margaret
	September	2023	No regular meeting	
Thursday	September 28	2023	Special Meeting	Jeannie
Thursday	October 26	2023	*	Mike
Monday	December 18	2023	^	Melissa
Thursday	January 25	2024	*	Shelley
Tuesday	February 27	2024	^	Cassie
Thursday	March 28	2024	^	Gavin
Thursday	April 25	2024	*	Amy
Thursday	May 23 at 4:00 p.m.	2024	*	Shelley
Thursday	June 27	2024	^ Annual Meeting	Mike

*4th Thursday of the month ^ Exception due to holiday or other scheduling issue
Special Meeting

All regular meetings normally start at 6:00 pm, but time is subject to change if needed for Council members' schedules and is different for any retreats. Meetings may be held in-person and/or virtually via Zoom based on public health considerations. Check each agenda for the meeting location.

Journey School - A California Public Charter School

Thursday, April 25, 2024

REGULAR MEETING MINUTES - DRAFT

6:00 p.m.

*At Journey School, 27102 Foxborough, Aliso Viejo, CA 92656
(949) 448-7232 www.journeyschool.net*

This meeting was held in person on the Journey School campus and was live streamed via Zoom. A Zoom link was shared on the agenda.

	AGENDA ITEM
1	<i>Call to Order and Roll Call: The meeting was called to order at 6:14 p.m.</i> <i>BOARD MEMBERS:</i> <i>Amy Capelle, Council President - Present</i> <i>Melissa Dahlin, Council Vice President - Present</i> <i>Margaret Moodian, Council Secretary - Present</i> <i>Jeannie Lee, Board Member - Present</i> <i>Michael Allbee, Board Treasurer - Absent</i> <i>ADVISORY POSITIONS:</i> <i>Cassie Kauwling, Parent Cabinet Advisor - Present</i>
2	<i>Inspirational Passage :</i> <i>Amy Capelle shared two inspirational quotes by Albert Einstein. A student is not a container you have to fill, but a torch you have to light up." "I never teach my pupils. I only create the conditions in which they can learn."</i>
3	<i>Approval of Agenda* :</i> <i>Melissa made a motion to approve the agenda with item 6E stuck from the agenda. Margaret seconded and it was unanimously approved.</i>
4	<i>PUBLIC COMMENT:</i> <i>Alicia Cordova participated via Zoom. She shared gratitude for the formation of the Parent Advisory Committee. She shared concerns regarding changes to the field trip guidelines and the loss of some trips or a change in quality of trips. She is grateful for the updated UCP plan in regards to the discrimination, harassment and intimidation policy.</i>
5	<i>BOARD DEVELOPMENT and OVERSIGHT (Discussion/Action):</i> A. <i>Potential Reschedule of May Council Meeting:</i> <i>The board discussed rescheduling the May 2024 meeting. Melissa made a motion to reschedule the May meeting to 4:00 p.m. on May 23, 2024. Jeannie seconded and it was unanimously approved.</i> B. <i>Executive Performance Feedback Survey* -</i> <i>Amy noted that this annual survey will be shared with council members, PedCo, the Parent Cabinet Executive Team, and administrative staff.</i>

Journey School - A California Public Charter School

6	<p>CONSENT AGENDA ITEMS: Items on Consent Agenda may be approved with one motion and vote for all but without discussion. If an item is to be discussed, it is removed from the Consent Agenda and moved to an Action Item immediately following the Consent Items.</p> <ul style="list-style-type: none">A. Approval of Minutes*: Minutes from regular meeting March 28, 2024.B. Tax Returns*: Review of draft tax returns - 2023 990sC. Uniform Complaint Procedure (UCP) Update*: Annual review of UCPD. Homeless Policy Review*: Annual review of Homeless PolicyE. Suicide Prevention Policy*: Annual review of policy <p><i>Melissa made a motion to approve the Consent Agenda items. Margaret seconded the motion and it was unanimously approved.</i></p>
7	<p>INFORMATION ITEMS: Reports</p> <ul style="list-style-type: none">A. Financial Update*: Larry Tamayo arrived at 7:02 p.m. and shared a report on March financials and P2 ADA as detailed in the backup materials. Amy asked for clarification on our net income. Larry explained that certain income is deferred and therefore is not included in net income. He explained that it will show as deferred revenue at year end, which will increase the net income. Larry departed at 7:26 p.m.B. Faculty Update: Shelley shared that all classes are preparing for May Faire. Jeannie shared that some teachers will be switching classes next year. There is a staff gathering planned for May. 7th and 8th grade track and field meet is tomorrow. Middle school dance took place last week. Teachers are preparing their students for state testing.C. Parent Cabinet Update: Cassie shared an update on Parent Cabinet activities. The auction was a success in spite of pouring rain. Upcoming events include the bake sale for May Faire, and the teacher appreciation luncheon. PC members have expressed the desire to incorporate more community service in our curriculum, with a suggestion of combining this with field trip opportunities.D. Administrative Update: Gavin that Journey School has been admitted into the El Dorado Charter SELPA. Journey's administrative team will be traveling to Sacramento for an in-person meeting with El Dorado tomorrow. Hiring for the special education team is going well. Universal Transitional Kindergarten will be called the Poppies and will be a small class of around 14 students. The schedule will most likely match that of the current kindergarten schedule. Facilities solutions are being explored. Our Extended Learning Opportunities Program for summer has good enrollment. Fee based enrichment classes are also being offered by Journey School teachers this summer. A recess volunteer program has begun, with a training session for parent volunteers who will supplement staff on recess supervision. LCAP update: Input from parents, faculty and staff is being gathered. Goals in the initial draft are being aligned with our charter school outcomes stated in our charter. PedCo is still working on field trip guidelines and will invite parent community input. Our former 8th grade trip provider has resumed operations and we have made a reservation for 2025.

Journey School - A California Public Charter School

8

SCHOOL OPERATIONS: Discussion/Action

A. **Records Retention Policies***: Gavin shared the Journey School Records Retention and Disposal policy and a Student Records Retention policy prepared by YM&C attorneys. The school currently stores all records indefinitely. Melissa made a motion to approve both policies. Margaret seconded the motion and it was unanimously approved.

B. **Parent Advisory Committee***:

Public Comment on Item 8B from Alicia Cordova: Alicia requested that in Article 3, "Foster Youth Representative" be modified to "Homeless/McKinney Vento Youth representative" so that unduplicated pupils are representative. She expressed concerns about the appointment of representatives by the Executive Director. She asked that the council consider making the appointment themselves.

Council members reviewed and discussed the Parent Advisory Committee (PAC) bylaws. They discussed how the committee will be formed and how best to describe the process of selecting members. They also discussed which students/groups are considered unduplicated. The board agreed on the following two changes to the bylaws:

Change 1: Change "Parent Cabinet Executive team", to "Journey School Parent Cabinet Board of Directors."

Change 2: Change wording to read "after soliciting interested parties, the director shall appoint..."

Margaret made a motion to approve the formation of a PAC with the two changes noted above, to be formed at the beginning of the 2024-25 school year. Melissa seconded the motion and it was unanimously approved.

C. **2024-2025 Staffing Plan***: Gavin reviewed the 2024-25 staffing plan and related contracts, including a proposal from Strategic Kids to provide paraprofessionals to support our special education services. Strategic Kids already provides paraprofessionals for this type of role for other local school districts. He outlined the benefits of continuing our partnership with Strategic Kids and utilizing Strategic Kids staff who have been assigned to the Journey School campus for a year or more, and know our program and student body. The board discussed training requirements for paraprofessionals to fill these roles, and reviewed the cost of using Strategic Kids vs. hiring our own staff. The board recommended allocating adequate funding for proper training of all paraprofessionals hired to work at Journey School. Melissa made a motion to approve the Strategic Kids proposal to include a minimum of two days of training, with ongoing training, on an as-needed basis. Margaret seconded the motion and it was unanimously approved.

Gavin shared that the current lower grades Movement teacher will not be returning next year. Administrators and council members discussed the possibility of having main class teachers assist with Movement classes once per week. Gavin stated that the staffing plan and corresponding budget will be brought to the May meeting.

Journey School - A California Public Charter School

	<p><i>Melissa made a motion to move into Closed Session. Margaret seconded and the motion was approved by all. The Zoom recording was paused at 8:45 p.m. Cassie Kawling and Gaylen Corbett departed from the meeting at this time.</i></p>
9	<p>CLOSED SESSION</p> <p><i>Council entered closed session at 8:45 p.m.</i></p> <p>A. Pursuant to Government Code § 54957: Public Employee Compensation, Administrative Support Staff</p> <p>B. Potential Litigation § 54956.9(d): Facts and circumstances to be discussed in closed session.</p> <p><i>Open session resumed at 9:05 p.m. The board approved the memorandum from administration to award a one time bonus for administrative support staff recognizing their efforts working beyond their job descriptions through the pandemic and in the years following to re-establish Journey School. The motion was made by Amy Capelle and seconded by Margaret Moodian.</i></p> <p><i>There was no action taken on item 9B.</i></p>
10	<p>Adjournment: <i>Melissa made a motion to adjourn the meeting. Margaret seconded the motion and it was unanimously approved. The meeting was adjourned at 9:07 p.m.</i></p>

Agenda publicly posted at Journey School on April 22, 2024, and on the school website at www.journeyschool.net *Items that are expected to have back up materials provided prior to or at the meeting are indicate with an asterisk. Other items may also have back up materials provided.

Excellent Education Development Management and Accounting Services Agreement - NOTICE OF TERMS SUPPLEMENT

Reference is made to that certain Excellent Education Development Management and Accounting Services Agreement between Journey School, a California nonprofit public benefit corporation (“Client”), and Excellent Education Development (“ExED”), a California nonprofit public benefit corporation, dated the 30th day of June 2022 (the “Agreement”). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

Unless ExED receives a Notice of Non-Renewal within 60 days of the date hereof, the Agreement Term is hereby extended for a period of one year from June 30th of the year in which this Notice of Terms Supplement (“Notice”) is delivered on the same terms and conditions as contained in the Agreement and as modified by any prior Notices, except as expressly set forth below.

1. SERVICE FEES AND RELATED EXPENSES.

a. ExED’s fees and related charges are hereby amended, modified, and/or supplemented as follows:

(i) Effective July 1st of the current year, ExED’s fees are hereby increased as follows:

(1) Basic Services: \$12,016.67 per month (i.e., \$144,200 per annum) plus the actual Paychex fees ExED incurs each month.

(ii) Effective July 1st of the current year, ExED’s other fees are increased as follows:

(1)	Budgeting	
a.	Budgets for new charter petitions	\$3,650
(2)	Financial Management, Reporting, and Forecasting	
a.	Facility financing work (per hour)	\$145
(3)	Accounting and Bookkeeping	
a.	Rush checks (per check)	\$38
(4)	Payroll Processing and Retirement Reporting	
a.	Late payroll submission (per pay period)	\$140
b.	Supplemental payroll (per check)	\$55
c.	Prior pay period adjustment (per employee)	\$330
d.	STRS or PERS audit corrections (per hour)	\$145
(5)	Compliance and Data Management	
a.	Monthly attendance (per month revised)	\$120
b.	Prior year P-2 adjustment	\$330
c.	CALPADS UPC adjustment	\$575
d.	Mid-year orientation workshops	\$215

(6) The Supplemental Fee Schedule (per hour)

a.	VP or Director	\$145
b.	Manager	\$83
c.	Other Staff	\$55

1. **OTHER CHANGES.**

a. The Agreement is hereby amended, modified, and/or supplemented as follows:

(i) Schedule A, Summary of Basic Services to be Performed by ExED

(1) Compliance and Fiscal Reporting in Compliance and Data Management Services to be amended to include the following additional services to be performed by ExED:

a. Prepare and submit federal and state expenditure reporting as appropriate, including expenditure reporting for one-time funding sources (ESSER, GEER, In Person Instruction, Expanded Learning Opportunity Grant, Arts Music and Instructional Materials Discretionary Block Grant, Learning Recovery Emergency Block Grant, Educator Effectiveness, and the Universal Pre-K Planning Grant)

2. **AGREEMENT IN FULL FORCE IN EFFECT; NOTICE OF NON-RENEWAL REQUIRED TO TERMINATE.**

a. The Agreement remains in full force and effect, on its original terms and conditions, except as may be modified by this (and any prior) Notices. The Agreement, together with this Notice (and any prior Notices), shall be taken together and construed as the complete agreement of the parties. If Client does not wish to extend the Term of the Agreement as described in this Notice, Client is required by the terms of the Agreement to deliver a Notice of Non-Renewal to ExED no later than 60 days from the date of this Notice.

We thank you for our long-standing partnership,

ExED:

By: Tait G. Anderson

Dated: May 15, 2024

Name: Tait G. Anderson

Title: CFO/COO

Journey School

Title I School-Level Parental Involvement Policy

The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Program Overview and Eligible Students

Journey School receives Title I, Part A funds and operates a Targeted Assistance Program (TAS) on campus with use of those funds. The Title I services operated by the school are provided to support specific student populations described below, as well as children who are failing, or most at-risk of failing, to meet challenging academic standards. The eligible population for Title I, Part A services in Journey's TAS program are:

- ALL Students who are not yet at grade level at Journey School
- Students who are economically disadvantaged, students with disabilities, migrant students or English learners, are eligible for Title I, Part A services on the same basis as other students selected to receive services under Title I, Part A (ESSA Section 1115[c][2][A]).
- Migrant Students: A student who, at any time in the two years preceding the year for which the determination is made, received services under Title I, Part C is eligible for Title I, Part A services (ESSA Section 1115[c][2][C]).
- Homeless Students: A student who is homeless and attending Journey is eligible for services under Title I, Part A (ESSA Section 1115[c][2][E]).

Involvement of Parents in the Title I Program

To involve parents in the Title I program at Journey School, the following practices have been established:

1. The school convenes an annual meeting to inform parents participating in the TAS about Title I requirements and about the right of parents to be involved in the Title I program.
2. The meeting described above typically take place during the school day. The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.

3. The school involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I parental involvement policy.

4. The school provides parents of Title I students with timely information about Title I programs.

5. The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet.

6. If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.

Building Capacity for Involvement

Journey School engages parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices.

1. The school provides parents with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.

2. The school provides parents with materials and training to help them work with their children to improve their children's achievement.

3. The school educates staff members about the value of parent contributions, and in how to work with parents as equal partners.

4. There are significant opportunities for parent volunteers, and the school has an excellent rate of participation by parents in the classroom.

4. The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as class meeting, Parent Cabinet activities, and school events to encourage and support parents in more fully participating in the education of their children.

5. The school distributes Information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parents

understand.

Accessibility

Journey School provides opportunities for the participation of all Title I parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand.

JOURNEY SCHOOL

Multi-Year Budget Detail

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	-1	0	1	2
	2023-24	2024-25 Forecast	2025-26	2026-27
Enrollment	583	613	613	613
ADA	547.06	570.84	570.83	570.83
ADA%		93.12%	93.12%	93.12%
UPP		26%	26%	26%
Income				
8011-8098 · Local Control Funding Formula Sources				
8011 Local Control Funding Formula	1,172,036	1,330,728	1,509,904	1,715,586
8012 Education Protection Account	110,798	116,340	119,514	123,231
8019 Local Control Funding Formula - Prior Year	(39,621)	-		
8096 In Lieu of Property Taxes	4,916,953	5,105,953	5,105,875	5,105,875
8098 In Lieu of Property Taxes, Prior Year	(18,258)	-		
Total 8011-8098 · Local Control Funding Formula Sources	6,141,908	6,553,021	6,735,293	6,944,692
8100-8299 · Federal Revenue				
8181 Special Education - Federal (IDEA)	-	95,009	98,546	98,546
8291 Title I	32,580	32,580	32,580	32,580
8292 Title II	8,226	8,226	8,226	8,226
8295 Title IV, SSAE	10,000	10,000	10,000	10,000
8299 All Other Federal Revenue	97,758	-	-	-
Total 8100-8299 · Other Federal Income	148,564	145,815	149,352	149,352
8300-8599 · Other State Revenue				
8550 Mandate Block Grant	10,535	10,975	11,765	12,131
8561 State Lottery - Non Prop 20	101,016	105,531	105,529	105,529
8562 State Lottery - Prop 20	41,091	42,928	42,927	42,927
8560 Lottery Revenue	142,108	148,459	148,456	148,456
8592 State Mental Health	43,817	46,192	46,192	46,192
8595 Expanded Learning Opportunity Program	207,846	183,969	188,944	216,996
8596 Prop 28 Arts & Music	-	-	-	-
8599 State Revenue - Other	86,216	404,081	264,950	-
Total 8300-8599 · Other State Income	490,522	793,676	660,307	423,775
8600-8799 · Other Local Revenue				
8660 Interest & Dividend Income	63,000	50,000	30,000	30,000
8662 Net Increase (Decrease) in Fair Value of Investment	20,000	20,000	20,000	20,000
8682 Childcare & Enrichment Program Fees	-	108,000	108,000	108,000
8689 All Other Fees & Contracts	2,500	2,500	2,500	2,500
8692 Grants	73,600	60,000	60,000	60,000
8694 In Kind Donations	-	-	-	-
8695 Contributions & Events	55,000	75,000	75,000	75,000
8696 Other Fundraising	108,000	108,000	108,000	108,000
8697 E-Rate	651	651	651	651
8698 SELPA Grants	-	-	-	-
8699 All Other Local Revenue	478	-	-	-
8792 Transfers of Apportionments - Special Education	-	506,563	506,556	506,556
Total 8600-8799 · Other Income-Local	323,230	930,715	910,707	910,707
TOTAL INCOME	7,104,225	8,423,227	8,455,659	8,428,526
Expense				
1000 · Certificated Salaries				
1110 Teachers' Salaries	1,763,910	2,249,800	2,317,293	2,386,812

JOURNEY SCHOOL

Multi-Year Budget Detail

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	-1	0	1	2
	2023-24	2024-25 Forecast	2025-26	2026-27
1170 Teachers' Salaries - Substitute	93,097	45,450	46,814	48,218
1175 Teachers' Salaries - Stipend/Extra Duty	10,889	18,960	19,528	20,114
1299 Certificated Pupil Support - Other	40,061	158,743	163,505	168,410
1300 Certificated Supervisors' & Administrators' Salaries	456,078	493,759	508,572	523,829
1900 Other Certificated Salaries	-	-	-	-
Total 1000 · Certificated Salaries	2,364,034	2,966,711	3,055,712	3,147,383
2000 · Classified Salaries				
2111 Instructional Aide & Other Salaries	428,610	524,772	534,273	550,301
2131 Classified Teacher Salaries	245,635	200,430	206,443	212,636
2200 Classified Support Salaries	124,608	169,593	174,681	179,922
2400 Classified Office Staff Salaries	400,489	443,924	457,242	470,959
2900 Other Classified Salaries	46,546	54,499	56,133	57,817
Total 2000 · Classified Salaries	1,245,887	1,445,186	1,482,300	1,526,769
Total 1000-2000 · Salaries	3,609,921	4,411,897	4,538,012	4,674,153
3000 · Employee Benefits				
3111 STRS - State Teachers Retirement System	497,026	601,483	619,528	638,114
3212 PERS - Public Employee Retirement System	242,077	401,762	422,456	441,236
3311 OASDI - Social Security	60,234	78,292	80,253	82,661
3331 MED - Medicare	51,348	63,973	65,801	67,775
3401 H&W - Health & Welfare	406,455	498,529	538,411	581,484
3501 SUI - State Unemployment Insurance	1,771	2,206	2,269	2,337
3601 Workers' Compensation Insurance	33,805	42,968	45,964	49,236
3901 Other Retirement Benefits	-	-	-	-
3902 Other Benefits	30,345	30,345	30,345	30,345
Total 3000 · Employee Benefits	1,323,060	1,719,557	1,805,027	1,893,189
Total 1000-3000 · Salaries & Benefits	4,932,982	6,131,454	6,343,039	6,567,341
4000 · Supplies				
4111 Core Curricula Materials	20,680	45,207	46,563	48,011
4211 Books & Other Reference Materials	6,500	7,040	7,251	7,476
4311 Student Materials	62,591	75,928	83,217	85,424
4351 Office Supplies	14,952	21,193	21,829	22,508
4371 Custodial Supplies	20,600	21,000	21,630	22,303
4391 Food (Non Nutrition Program)	11,135	11,500	11,845	12,213
4392 Uniforms	7,000	7,000	7,210	7,434
4393 PE & Sports Equipment	1,671	1,758	1,810	1,867
4399 All Other Supplies	37,805	38,475	39,629	40,862
4390 Other Supplies	57,611	73,733	75,494	77,376
4411 Non Capitalized Equipment	75,360	32,800	22,500	58,200
Total 4000 · Supplies	258,294	276,900	278,484	321,298
5000 · Operating Services				
5211 Travel & Conferences	30,135	35,135	35,135	35,135
5311 Dues & Memberships	19,557	20,040	20,641	21,283
5451 General Insurance	71,048	73,276	75,474	77,822
5511 Utilities	82,444	85,300	87,859	90,591
5521 Security Services	141	153	157	162
5531 Housekeeping Services	101,101	103,130	106,224	109,527
5599 Other Facility Operations & Utilities	7,913	5,750	5,923	6,107

JOURNEY SCHOOL

Multi-Year Budget Detail

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	-1	0	1	2
	2023-24	2024-25 Forecast	2025-26	2026-27
5611 School Rent - Private Facility	-	17	-	-
5619 Other Facility Rentals	184,562	184,562	184,652	184,748
5621 Equipment Lease	25,450	24,136	24,848	25,608
5631 Vendor Repairs	41,200	11,500	11,845	12,213
5812 Field Trips & Pupil Transportation	139,425	143,607	147,916	152,516
5821 Legal	36,595	100,000	85,000	85,000
5823 Audit	18,900	19,500	20,085	20,710
5831 Advertisement & Recruitment	2,000	2,166	2,231	2,300
5841 Contracted Substitute Teachers	22,748	23,309	24,008	24,755
5842 Special Education Services	-	410,000	422,300	435,434
5849 Other Student Instructional Services	315,414	178,708	183,352	211,795
5852 PD Consultants & Tuition	20,238	20,487	20,796	21,126
5859 All Other Consultants & Services	190,601	191,908	198,007	204,505
5861 Non Instructional Software	27,470	46,703	42,354	43,672
5865 Fundraising Cost	2,539	2,750	2,832	2,920
5871 District Oversight Fees	61,998	65,530	67,353	69,447
5872 Special Education Fees (SELPA)	274,855	40,222	34,365	28,314
5899 All Other Expenses	20,469	20,975	21,604	22,276
5911 Office Phone	6,386	6,916	7,124	7,345
5913 Mobile Phone	2,318	2,387	2,459	2,535
5921 Internet	4,120	4,244	4,371	4,507
5923 Website Hosting	718	739	761	785
5931 Postage & Shipping	1,768	1,821	1,876	1,934
5999 Other Communications	250	258	265	274
Total 5000 · Operating Services	1,712,362	1,825,229	1,841,817	1,905,347
6000 · Capital Outlay				
6901 Depreciation Expense	107,244	128,615	36,011	27,459
Total 6000 · Capital Outlay	107,244	128,615	36,011	27,459
7000 · Other Outgo				
7438 Interest Expense	-	-	-	-
Total 7000 · Other Outgo	-	-	-	-
TOTAL EXPENSE	7,010,882	8,362,198	8,499,351	8,821,444
NET INCOME	93,343	61,029	(43,693)	(392,918)
Beginning Cash Balance	2,349,524	2,563,268	1,872,980	1,871,117
Cash Flow from Operating Activities				
Net Income	93,343	61,029	(43,693)	(392,918)
Change in Accounts Receivable		-		
Prior Year Accounts Receivable	955,194	410,113	634,519	603,567
Current Year Accounts Receivable	(410,113)	(634,519)	(603,567)	(577,079)
Change in Due from	299	-	-	-
Change in Accounts Payable	(236,409)	(4,805)	(4,564)	(4,336)
Change in Due to	417,661	(759,158)	119	(424)
Change in Accrued Vacation	-	-	-	-
Change in Payroll Liabilities	6,837	-	-	-
Change in Prepaid Expenditures	(9,533)	(63,838)	(6,232)	(6,543)
Change in Deposits	-	-	-	-

JOURNEY SCHOOL*Multi-Year Budget Detail*

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	-1	0	1	2
	2023-24	2024-25 Forecast	2025-26	2026-27
Change in Deferred Revenue	(776,913)	-	-	-
Change in Other Long Term Assets	155,945	187,819	543	-
Change in Other Long Term Liabilities	-	(543)	-	-
Depreciation Expense	107,244	128,615	36,011	27,459
Cash Flow from Investing Activities				
Capital Expenditures	(89,812)	(15,000)	(15,000)	(15,000)
Ending Cash Balance	2,563,268	1,872,980	1,871,117	1,505,842
Month with Lowest Ending Cash Balance	Jul: \$	Feb: \$1,399,479	Feb: \$1,829,716	Jun: \$1,536,187
5% Reserve Goal	350,544	418,110	424,968	441,072
Operating Income	200,587	189,644	(7,682)	(365,459)
Operating Income, Excluding Non-cash Lease I	200,576	189,644	(7,682)	(365,459)
EBITDA	200,587	189,644	(7,682)	(365,459)
Net Income as a Percent of Expenses	1.3%	0.7%	-0.5%	-4.5%
Ending Cash as a Percent of Expenses	36.6%	22.4%	22.0%	17.1%

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
JOURNEY	Gavin Keller – Executive Director	gavin@journeyschool.net (949) 448-7232

Plan Summary [2024-2025]

General Information

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

Journey School is a k-8 public charter located in Aliso Viejo, California. The school is authorized by the Capistrano Unified School and has been in operation since 2000. Journey’s academic program is rooted in the core principles of Public Waldorf Education. The school strives to awaken curiosity in the whole child and cultivate ingenuity, compassion, and moral courage, leading Journey children towards a world of lifelong learning while educating the Head, the Heart and the Hands.

HEAD – Thinking/Ingenuity: Journey’s Waldorf-led faculty fosters academic growth throughout the grades, by *balancing* imagination, risk-taking, and critical thinking with respect for the individual child.

HEART – Feeling/Compassion: Illuminating the goodness of what the world offers, Journey and its family-like community fiercely protect each child with an abundance of kindness, generosity, and gratitude for purposeful learning.

HANDS – Willing/Moral Courage: Holding students to the highest standards, the Journey community champions each child in their development for shouldering the willingness to fearlessly advocate social justice and environmental awareness. Centered on relationships, the Journey School community strives to develop as human beings so that each may bring their highest potential forth in service of their families, communities, and all of humanity.

Journey School serves approximately 600 students, roughly 25% of which are designated as socioeconomically disadvantaged. Approximately 7% of Journey students are classified as English Learners and approximately 15% receive Special Education services. Race/ethnicity of Journey is 50% white, 20% Hispanic, 14% two or more races, 7% Asian, 2% African American, 1% Filipino and 6% not disclosing.

The profile of a Journey graduate includes qualities and skills required for college and career success. These skills include being an effective communicator and collaborator, a lifelong learner, a critical thinker, an ethical and responsible citizen, and a self-directed individual.

Reflections: Annual Performance

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

The following reflections are based on a review of local data at Journey School gathered through the 2023-2024 school year.

- Students were engaged and participated in a wide variety of festivals, events and experiences.
- A temporary independent study program was implemented to support students who contracted COVID-19 or quarantined due to an exposure event.
- Students had access to a broad course of study which includes a wide variety of programming and elective courses, including access to 6 weeks of ELOP funded summer programming.
- A multi-disciplinary team of educators (called the Three Streams of Student Support) met the needs of many students with academic, social-emotional and/or behavioral concerns. This included development of supports implemented in the classroom setting which helped students access their education.
- Parent partnership and parent education remain as cornerstones to Journey's success.

The following reflections and summaries are based on a review of the CA Dashboard, which is largely data collected through the 2022-2023 school year.

- The State classified Journey as a High Performing Charter School using their metrics.
- Chronic Absenteeism declined by 1.2%, a combination of COVID related illnesses and an increase in the amount of travel.
- Performance on the CAASPP ELA for all students remained in "Green", as students on average performed above grade level standard, however this was a decline in performance when compared to 2021-2022 results.
- Performance on the CAASPP Mathematics for all students declined into the "Yellow" range, as students on average performed just below grade level standard, this was a decline in performance when compared to 2021-2022 results.
- 66.7% of our English learners made progress towards English language proficiency.
- Behaviorally, 1.5% of students were suspended at least one day, this rate doubled from the prior year but remains significantly below the CA suspension rate.

Reflections: Technical Assistance

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

Journey School was identified for Additional Targeted Support and Improvement (ATSI) in the following areas:

Asian: Chronic Absenteeism, Suspension Rate
English Learner: Chronic Absenteeism, Suspension Rate

As it relates to Suspension Rates, it is worth noting that 2.4% of students in both subgroups listed above were suspended at least one day. The subgroups are 42 students (Asian) and 41 students (English Learners). Therefore, the percentage of these subgroups equates to 1 student that was suspended and triggering identification for ATSI. A behavior support plan has been developed to support this student.

As it relates to Chronic Absenteeism for the subgroups indicated, Journey School has initiated a variety of school support to improve attendance rates including notification, parent education efforts, and initiation of temporary independent study placements when necessary and appropriate.

Journey continues to collaborate with educational partners to develop and implement school-level actions and services to improve student outcomes.

Comprehensive Support and Improvement

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

Schools Identified

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

Not applicable – Journey School is not eligible for comprehensive support and improvement.

Support for Identified Schools

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

Not applicable – Journey School is not eligible for comprehensive support and improvement.

Monitoring and Evaluating Effectiveness

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

Not applicable – Journey School is not eligible for comprehensive support and improvement.

Engaging Educational Partners

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

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

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

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

Educational Partner(s)	Process for Engagement
Journey Council/Board of Directors and administration	LCAP Midyear Update discussed at the February board meeting followed by a discussion of a draft LCAP at the May and June board meetings, ultimately approving the plan in June.
Faculty and staff	LCAP related discussions were held at faculty meetings and Pedagogical Council meetings.
Parents	LCAP related discussions were held at Parent Cabinet (similar to PTA) meetings held monthly throughout the year. Specific input sessions were held on January 10 th , May 9 th , June 3 rd . Additionally, a parent survey was available for all parents to review the LCAP and provide input.
Students	LCAP related discussions and data gathering occurred through “Compassionate Campus” meetings, civics classes, student government club and SAEBRS assessments via Illuminate Ed

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

The LCAP was adjusted to match charter

Goals and Actions

Goal

Goal #	Description	Type of Goal
[Goal 1]	Academic Performance and Progress	[Broad Goal]

State Priorities addressed by this goal.

State Priority 1: Basic Conditions of Learning, State Priority 2: Implementation of State Standards, State Priority 4: Student Achievement and State Priority 8: Pupil Outcomes.

An explanation of why the LEA has developed this goal.

This goal was developed to align with our charter and the measurable student outcomes detailed in our charter as Goal #1 and Goal #2. The school strives to increase academic performance and progress by continuing to focus resources to support high quality instruction and assessment.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Percentage of All Students achieving SBAC met/exceeded status	55.30% ELA and 45.98% Math (2022-2023 Results)			70% ELA and 60% Math	
2	Percentage of All Students achieving CAST met/exceeded status	30.18% Science (2022-2023 Results)			45% Science	
3	Percentage of students with reported disabilities achieving SBAC met/exceeded status	30.88% ELA and 17.65% Math (2022-2023 Results)			45% ELA and 32% Math	
4	Percentage of students who are socioeconomically disadvantaged achieving SBAC met/exceeded status	44% ELA and 37.34% Math (2022-2023 Results)			59% ELA and 52% Math	
5	Percentage of ALL students achieving met/exceeded status on interim/benchmark reading and math assessments (Illuminate Education)	65% reading and 66% math (Spring 2024 Results)			75% reading and 75% math	
6	Local Indicator: Implementation of Academic Standards	Local Indicator: Standard Met			Local Indicator: Standard Met	
7	Local Indicator: Basics	Local Indicator: Standard Met			Local Indicator: Standard Met	

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024 LCAP Year]

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

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Actions

Action #	Title	Description
1	Learning Materials and Supplies	Procure high quality supplies and learning materials that support delivery of a Waldorf inspired education
2	Develop Special Education Programming at Journey	Journey will become its own LEA for the purposes of Special Education and will need to staff and train employees and provide services.
3	Mentorship and Professional Development	Provide ongoing training and staff development opportunities in core academic areas and use of data to drive lesson plans
4	Curriculum and Training	Provide access to a thorough and rigorous course of study at each grade level, using research-based core curriculum and methods of instruction, including science curriculum
5	Assessment and Data	Utilize assessment systems to gather achievement data throughout the year. Utilize the data to drive instructional decisions.
6	High Quality Instruction	Retain high performing teachers and support their effort in developing a dynamic educational experience rooted in the core principles of Public Waldorf education.
7	Middle School "Honors" Track	Fund "honors" or accelerated programming in the middle school to ensure a seamless transition and access for students wishing to pursue high school honors/AP tracks
8	Elementary "Teacher on Special Assignment" (TOSA)	Fund a new position to support students in grades 1-5 with small group, instructional intervention/reteaching, and other support.
9	Expanded Learning Opportunity Program	Summer school programming and tutoring opportunities for students

Insert or delete rows, as necessary.

Goals and Actions

Goal

Goal #	Description	Type of Goal
[Goal 2]	Engaged and Creative Learners	[Broad Goal]

State Priorities addressed by this goal.

State Priority 1: Basic Conditions of Learning, State Priority 5: Student Engagement, State Priority 7: Course Access and State Priority 8: Other Student Outcomes

An explanation of why the LEA has developed this goal.

This goal was developed to align with our charter and the measurable student outcomes detailed in our charter as Goal #3. It is our intention to decrease rates of chronic absenteeism, improve student attendance rates and continue to provide students access to a broad course of study including the programs and services developed and provided to unduplicated students and individuals with exceptional needs.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Average Daily Attendance	93.7% ADA			95%	
2	Chronic Absenteeism Rate (ALL STUDENTS)	30.1% of students are classified as chronically absent			15% of students will be classified as chronically absent	
3	Chronic Absenteeism Rate (Subgroup: Asian)	31% of students are classified as chronically absent			15% of students will be classified as chronically absent	
4	Chronic Absenteeism Rate (Subgroup: English Learners)	26.8% of students are classified as chronically absent			15% of students will be classified as chronically absent	
5	Chronic Absenteeism Rate (Subgroup: Students with Disabilities)	37.3% of students are classified as chronically absent			20% of students will be classified as chronically absent	
6	Local Indicator: Access to a Broad Course of Study	Local Indicator: Standard Met			Local Indicator: Standard Met	
7	Local Indicator: Parent and Family Engagement	Local Indicator: Standard Met			Local Indicator: Standard Met	

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024 LCAP Year]

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

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Actions

Action #	Title	Description
1	Access to a Broad Course of Study	Hire and retain high performing specialty and elective teachers to support and educational experience rooted in the core principals of public Waldorf education
2	Improve Attendance Messaging and Attendance Tracking	Increase frequency of school messaging as it relates to student attendance that includes automated delivery of attendance notes, reminders, and compliance letters.
3	Independent Study	Continue to fund a temporary independent study program and process to directly support students who are home ill and or traveling (but are still able to remain engaged and participating in school).
4	Safe and Secure Learning Environment	Enhance security measures across campus, including automated gates, visitor kiosks and additional staff presence at school entry points during arrival and dismissal.

Insert or delete rows, as necessary.

Goals and Actions

Goal

Goal #	Description	Type of Goal
[Goal 3]	Positive School Climate and Social Emotional Literacy	[Broad Goal]

State Priorities addressed by this goal.

State Priority 1: Basic Conditions of Learning and State Priority 6: School Climate

An explanation of why the LEA has developed this goal.

This goal was developed to align with our charter and the measurable student outcomes detailed in our charter as Goal #4. Many Journey students are presenting complex academic, behavior and social-emotional needs that require a variety of support and interventions.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Suspension Rate	1.5% of students suspend at least one day			Maintain percentage at or below 3%	
2	Local Indicator: Climate Survey	Local Indicator: Standard Met			Local Indicator: Standard Met	
3	Referral Rates to Student Study Team (Social, emotional, behavior and academic needs combined)	10% of students have been referred to at least one team meeting			Maintain percentage at or below 10%	
4	SAEBRS (Social, Academic, Emotional Behavior Risk Screener)	85% of students are low risk whereas 15% of students are in elevated risk categories.			Maintain greater than 80% of student population in low risk category and less than 20% in elevated risk categories	

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024 LCAP Year]

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

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Actions

Action #	Title	Description
1	Fund access to mentorship and Professional Development	Provide mentorship and professional development opportunities for staff members focused on IEP implementation, classroom management, behavior and discipline practices
2	Fund specialized Staff Members	Fund and retain the following positions in the staffing plan: school counselors, school nurse, and behavioral support providers (“Hearth Keepers”)
3	Implement SE Curriculum	Implement social-emotional learning curriculum and Compassionate Campus activities, civics classes and student access to field trips and overnight excursions
4	Increase Student Supervision	Increase campus supervision at recess and lunch times and provide training for campus supervisors.
5	Janitorial services to ensure clean school facilities	Continue to fund and provide high quality janitorial support.

Insert or delete rows, as necessary.

Goals and Actions

Goal

Goal #	Description	Type of Goal
[Goal 4]	Environmental and Ecological Literacy	[Maintenance of Progress]

State Priorities addressed by this goal.

State Priority 2: Implementation of State Standards, State Priority 6: School Climate and State Priority 8: Other Student Outcomes

An explanation of why the LEA has developed this goal.

This goal was developed to align with our charter and the measurable student outcomes detailed in our charter as Goal #5. Journey strives to demonstrate an awareness for the natural world that surrounds all of us and to actively teach skills and responsibilities to be stewards for the earth.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Local Indicator: Access to a Broad Course of Study	Local Indicator: Standard Met			Local Indicator: Standard Met	
2	Class Participation Rate in a field trip associated with environmental awareness and/or an Earthroots class	24 classes/24 classes = 100%			24 classes/24 classes = 100%	

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024 LCAP Year]

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

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Actions

Action #	Title	Description
1	Earth Roots programming	Continue contract with Earth Roots to bring high quality environmental literacy lessons and “on campus field trips” to the children
2	Farming/Gardening	Continue to fund a garden/farm program on campus

Insert or delete rows, as necessary.

Goals and Actions

Goal

Goal #	Description	Type of Goal
[Goal 5]	Parental Involvement	[Maintenance of Progress]

State Priorities addressed by this goal.

State Priority 3: Parental Involvement and State Priority 6: School Climate

An explanation of why the LEA has developed this goal.

This goal was developed to align with our charter and the measurable student outcomes detailed in our charter as Goal #6. Research conducted on the effects of parental involvement and educational success of children is clear; Journey will continue to provide opportunities for input, involvement, volunteering, and parent education.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Number of parents participating in Alumni Survey (combination of students and families)	84			126	
2	Number of parents participating in annual Parent Survey for School Improvement	105			158	
3	Number of volunteers supporting the school (annually)	345			517	

Insert or delete rows, as necessary.

Goal Analysis for [2023-2024 LCAP Year]

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

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Not applicable – See 2023-2024 Annual Update section of the LCAP

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

Actions

Action #	Title	Description
1	School Communication	Fund social media expert and Parent Square communication platform
2	Report Card Access	Fund Report Card Maker system to communicate student achievement to parents
3	Student Information System	Purchase new license with a student information system for parents to utilize and access.
4	Parent Education	Coordinate guest speakers and other events focused on parenting

Insert or delete rows, as necessary.

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

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
TBD – finalized with approval of budget in June	TBD – finalized with approval of budget in June

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
TBD – finalized with approval of budget in June	TBD – finalized with approval of budget in June	TBD – finalized with approval of budget in June	TBD – finalized with approval of budget in June

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

Required Descriptions

LEA-wide and Schoolwide Actions

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

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1, All Actions	Percentage of students who are socioeconomically disadvantaged achieving SBAC met/exceeded status: 44% ELA and 37.34% Math (2022-2023 Results)	Actions detailed in Goal 1 are being provided on an LEA-wide basis to maximize their impact in increasing overall attendance rates for all students.	SBAC Scores
Goal 2, All Actions	Chronic Absenteeism Rate (Subgroup: English Learners): 26.8% of students are classified as chronically absent	Actions detailed in Goal 2 are being provided on an LEA-wide basis to maximize their impact in increasing overall attendance rates for all students.	Chronic Absenteeism Rate

Insert or delete rows, as necessary.

Limited Actions

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

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
Not Applicable	Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable	Not Applicable

Insert or delete rows, as necessary.

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

Not Applicable

Additional Concentration Grant Funding

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

Not applicable

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

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

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

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

Introduction and Instructions

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

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

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

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
 - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

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

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

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

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

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

Plan Summary

Purpose

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

Requirements and Instructions

General Information

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

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

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

Reflections: Annual Performance

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

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

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

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

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;

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

Reflections: Technical Assistance

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

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

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

Comprehensive Support and Improvement

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

Schools Identified

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

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

Support for Identified Schools

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

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

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

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

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

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

Requirements

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

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

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

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

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

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

- Students

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

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

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

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

Instructions

Respond to the prompts as follows:

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

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

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

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

Complete the table as follows:

Educational Partners

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

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

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

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

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process

- Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

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

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

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

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

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

Description

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

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

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

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

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

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

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

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

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

Measuring and Reporting Results:

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

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:

- The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
- The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric

- Enter the metric number.

Metric

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

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
 - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
 - Indicate the school year to which the baseline data applies.
 - The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

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

Year 2 Outcome

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

Target for Year 3 Outcome

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

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

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

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

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

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

Actions:

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

Action #

- Enter the action number.

Title

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

Description

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

Total Funds

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

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

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

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.

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

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

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

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

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the

identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

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

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

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

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

For School Districts Only

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

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

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

Total Percentage to Increase or Improve Services for the Coming School Year

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

Required Descriptions:

LEA-wide and Schoolwide Actions

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

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

Complete the table as follows:

Identified Need(s)

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

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

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

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

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

Metric(s) to Monitor Effectiveness

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

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

Limited Actions

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

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

Complete the table as follows:

Identified Need(s)

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

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

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

Metric(s) to Monitor Effectiveness

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

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

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

Action Tables

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

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

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

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

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

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5

CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. *This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.*
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action is included as contributing to meeting the increased or improved services requirement; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If “Yes” is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and

determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

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

Contributing Actions Table

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

Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
 - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
 - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

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

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

~~2023-2024~~

2024-2025

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

JOURNEY CHARTER SCHOOL

Contract Year ~~2023-2024~~ 2024-2025

Nonpublic School

Nonpublic Agency

Type of Contract:

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

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

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

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

Page

1. MASTER CONTRACT	
2. CERTIFICATION AND LICENSES	
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	
4. TERM OF MASTER CONTRACT	
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	
6. INDIVIDUAL SERVICES AGREEMENT	
7. DEFINITIONS	

II. ADMINISTRATION OF CONTRACT

8. NOTICES	
9. MAINTENANCE OF RECORDS	
10. SEVERABILITY CLAUSE	
11. SUCCESSORS IN INTEREST	
12. VENUE AND GOVERNING LAW	
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	
14. TERMINATION	
15. INSURANCE	
16. INDEMNIFICATION AND HOLD HARMLESS	
17. INDEPENDENT CONTRACTOR	
18. SUBCONTRACTING	
19. CONFLICTS OF INTEREST	
20. NON-DISCRIMINATION	

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	
22. GENERAL PROGRAM OF INSTRUCTION	
23. INSTRUCTIONAL MINUTES	
24. CLASS SIZE	
25. CALENDARS	
26. DATA REPORTING	
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	
28. STATEWIDE ACHIEVEMENT TESTING	
29. MANDATED ATTENDANCE AT LEA MEETINGS	
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	
31. STUDENT DISCIPLINE	
32. IEP TEAM MEETINGS	
33. SURROGATE PARENTS AND FOSTER YOUTH	
34. DUE PROCESS PROCEEDINGS	
35. COMPLAINT PROCEDURES	
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	
37. TRANSCRIPTS	
38. STUDENT CHANGE OF RESIDENCE	
39. WITHDRAWAL OF STUDENT FROM PROGRAM	

- 40. PARENT ACCESS
- 41. LICENSED CHILDREN'S INSTITUTION CONTRACTORS
AND RESIDENTIAL TREATMENT CENTER CONTRACTORS
- 42. STATE MEAL MANDATE
- 43. MONITORING

IV. PERSONNEL

- 44. CLEARANCE REQUIREMENTS
- 45. STAFF QUALIFICATIONS
- 46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS
- 47. STAFF ABSENCE
- 48. STAFF PROFESSIONAL BEHAVIOR

V. HEALTH AND SAFETY MANDATES

- 49. HEALTH AND SAFETY
- 50. FACILITIES AND FACILITIES MODIFICATIONS
- 51. ADMINISTRATION OF MEDICATION
- 52. INCIDENT/ACCIDENT REPORTING
- 53. CHILD ABUSE REPORTING
- 54. SEXUAL HARASSMENT
- 55. REPORTING OF MISSING CHILDREN

VI. FINANCIAL

- 56. ENROLLMENT, CONTRACTING, SERVICE TRACKING,
ATTENDANCE REPORTING AND BILLING PROCEDURES
- 57. RIGHT TO WITHHOLD PAYMENT
- 58. PAYMENT FROM OUTSIDE AGENCIES
- 59. PAYMENT FOR ABSENCES
- 60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY
- 61. INSPECTION AND AUDIT
- 62. RATE SCHEDULE
- 63. DEBARMENT CERTIFICATION

EXHIBIT A: RATES

EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT

~~2023-2024~~ 2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Journey Charter school

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Effectual Educational Consulting Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

2024

This Master Contract (or “Contract”) is entered into on July 1, ~~2023~~, between Journey Charter School, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and Effectual Educational Consulting 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

2024 2025

The term of this Master Contract shall be from July 1, ~~2023~~ to June 30, ~~2024~~ (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June ~~30~~, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR’s ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the

parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

- ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents

CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate

of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

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

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

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

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the

Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies

require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP

meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal

regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

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

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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

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

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

determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

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

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

61. INSPECTION AND AUDIT

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

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

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

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

CONTRACTOR

LEA

Effectual Educational Consulting Services

Journey Charter School

Nonpublic School/Agency

LEA Name

By: Mark D. Hopkins 4/30/24
 Signature Date

By: _____
 Signature Date:

Mark Hopkins/ CEO
 Name and Title of Authorized Representative

 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:
 Mark Hopkins / CEO

Notices to LEA shall be addressed to:

Name and Title Effectual Educational Consulting Services	Name and Title
Nonpublic School/Agency/Related Service Provider 23120 Alicia Pkwy #226	LEA
Address	Address
Mission Viejo CA 92692 City State Zip	City State Zip
661-400-1407 Phone Fax mhopkins@eecsspedservices.com	Phone Fax
Email	Email

2024-2025

EXHIBIT A: ~~2023~~ 2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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>\$120</u>	<u>hourly</u>
<u>Language and Speech (415)</u>	<u>\$130</u>	<u>hourly</u>
<u>Adapted Physical Education (425)</u>	<u>\$110</u>	<u>hourly</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$110</u>	<u>hourly</u>
<u>Health and Nursing: Other Services (436)</u>	<u>\$110</u>	<u>hourly</u>
<u>Assistive Technology Services (445)</u>	<u>\$130</u>	<u>hourly</u>
<u>Occupational Therapy (450)</u>	<u>\$130</u>	<u>hourly</u>
<u>Physical Therapy (460)</u>	<u>\$160</u>	<u>hourly</u>
<u>Individual Counseling (510)</u>	<u>\$100</u>	<u>hourly</u>
<u>Counseling and Guidance (515)</u>	<u>\$100</u>	<u>hourly</u>
<u>Parent Counseling (520)</u>	<u>\$100</u>	<u>hourly</u>
<u>Social Work Services (525)</u>	<u>\$100</u>	<u>hourly</u>
<u>Psychological Services (530)</u>	<u>\$110</u>	<u>hourly</u>
<u>Behavior Intervention Services (535)</u>	<u>\$100</u>	<u>hourly</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>\$110</u>	<u>hourly</u>

<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>\$110</u>	<u>hourly</u>
<u>Interpreter Services (715)</u>	<u>\$110</u>	<u>hourly</u>
<u>Audiological Services (720)</u>	<u>\$130</u>	<u>hourly</u>
<u>Specialized Vision Services (725)</u>	<u>\$120</u>	<u>hourly</u>
<u>Orientation and Mobility (730)</u>	<u>\$120</u>	<u>hourly</u>
<u>Specialized Orthopedic Services (740)</u>	<u>\$120</u>	<u>hourly</u>
<u>Reader Services (745)</u>	<u>\$100</u>	<u>hourly</u>
<u>Transcription Services (755)</u>	<u>\$110</u>	<u>hourly</u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>\$110</u>	<u>hourly</u>
<u>College Awareness (820)</u>	<u>\$100</u>	<u>hourly</u>
<u>Work Experience Education (850)</u>	<u>\$100</u>	<u>hourly</u>
<u>Job Coaching (855)</u>	<u>\$100</u>	<u>hourly</u>
<u>Mentoring (860)</u>	<u>\$100</u>	<u>hourly</u>
<u>Travel Training (870)</u>	<u>\$100</u>	<u>hourly</u>
<u>Other Transition Services (890)</u>	<u>\$100</u>	<u>hourly</u>
<u>Other (900)</u>	<u>\$110</u>	<u>hourly</u>
<u>Other (no code)</u>	<u>\$110</u>	<u>hourly</u>

2023-2024

EXHIBIT B: ~~2023-2024~~ ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (no code)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements:	Quarterl y	Monthl y	Other (Specify)	<u>School progress reports to match schools dates</u>
	_____	_____	_____	_____

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

NAME	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO/NOTES
ADMINISTRATION and STUDENT SUPPORT			
Gavin Keller	Executive Director	Salary/Exempt BENEFITS	
Shelley Kelley	Education Director	Salary/Exempt BENEFITS	
Mary Luhrs	Director of Student Supports	Salary/Exempt BENEFITS	Not returning for 24-25 year
Amanda Simmons	Independent Study Director	0.25 FTE (.5 Teacher) Salary/Exempt BENEFITS	
Grace LaHatt	Office Manager and HR Specialist	Salary/Exempt BENEFITS	
Kris Reynolds	Admin Asst: Enrollment, Communication, After School Programs Coordinator	Salary/Exempt BENEFITS	
Shoon O'Neill	Admin Asst: Registrar, Attendance, Reception	Salary/Exempt BENEFITS	
Janet Gates	Information Technology Specialist and Office Support	Salary/Exempt BENEFITS	
Gaylen Corbett	Admin Assistant: Business Specialist/Accounts Payable	Salary/Exempt BENEFITS	
Tia Manushree	Admin. Assistant: School Nurse	Hourly/Non-Exempt	3 Days/Week SHARED
Jenny Wilkes	Admin. Assistant: School Nurse	Hourly/Non-Exempt	2 Days/Week SHARED
Cadence Lusinsky	Counselor	Salary/Exempt BENEFITS	
Rachel Hauser	Counselor	.60 FTE Salary/Exempt BENEFITS	Not returning for 24-25 year
TBD	Counselor	FTE Salary/Exempt BENEFITS	Now Seeking/Hiring - Increase

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

			percentage of FTE from .60 – 1.0
Jaime Lloyd	Receptionist/Communication Support	Hourly /Non-Exempt BENEFITS	
Vivienne Benjamin	Social Media and Event Support	Hourly /Non-Exempt/Part time	

MAIN CLASS TEACHERS	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
April Martin	Main Class Teacher	F/T, Salary/Exempt	
Hellene Brodsky-Blake	Main Class Teacher	F/T, Salary/Exempt	
Jill Murphy	Main Class Teacher	F/T, Salary/Exempt	
Fiona Kephart	Main Class Teacher	F/T, Salary/Exempt	
Amanda Simmons	Independent Study Teacher	.5 F/T, Salary/Exempt	At employee request, reduced role to .75 FTE including admin duties
Lindsey Ponzo	Independent Study Teacher	F/T, Salary/Exempt	
Kayla Pennington	Main Class Teacher	F/T, Salary/Exempt	New position for TK only classroom
Kelli Garcia	Independent Study Teacher	F/T Salary/Exempt	
Lisa O’Neill	Independent Study Teacher	F/T, Salary/Exempt	
Kelly Larson	Main Class Teacher	F/T, Salary/Exempt	
Dennis Kephart	Main Class Teacher	F/T, Salary/Exempt	
Stacy Kinney	Main Class Teacher	F/T, Salary/Exempt	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Jeannie Lee	Main Class Teacher	F/T, Salary/Exempt	
Andrew Goetz	Main Class Teacher	F/T, Salary/Exempt	
Julia Cameron	Main Class Teacher	F/T, Salary/Exempt	
Rita Kandel	Main Class Teacher	F/T, Salary/Exempt	
Kristi Kilcollins	Main Class Teacher	F/T, Salary/Exempt	
Pam Klevit	Main Class Teacher	F/T, Salary/Exempt	Reassigned as Elementary TOSA
Jennifer Tarr	Main Class Teacher	F/T, Salary/Exempt	New Hire for 24-25
Chandler Boyer	Main Class Teacher	F/T, Salary/Exempt	
Paul Breazeale	Main Class Teacher	F/T, Salary/Exempt	
Heather Boley	Main Class Teacher	F/T, Salary/Exempt	
Jess Johnston	Main Class Teacher	F/T, Salary/Exempt	
Katie Blacker	Main Class Teacher	F/T, Salary/Exempt	
Adam Kilcollins	Main Class Teacher	F/T, Salary/Exempt	
Maisony Schendel	Main Class Teacher	F/T, Salary/Exempt	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

CERTIFICATED INSTRUCTIONAL SUPPORT	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Suzanna Bortz	Remedial Support Lower Grades	16 periods contact 5 prep HOURS DEPENDENT ON TITLE I FUNDING	
Erin O’Neill	Middle School Academic Specialist (TOSA)	F/T, Salary/Exempt (Teacher Salary Schedule)	
Lindsey LaFleur	Middle School Academic Specialist (TOSA)	F/T, Salary/Exempt (Teacher Salary Schedule)	
Pam Klevit	Elementary Academic Specialist (TOSA)	F/T, Salary/Exempt (Teacher Salary Schedule)	New Position/New Role for Teacher
Miscellaneous	Guest Teachers/Subs.	As needed EXEMPT	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Special Education	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Caryn Kaufman	Special Education Program Specialist (Administrator)	Salary/Exempt BENEFITS	Contracted for 24-25
Alyson Wunderlich	Special Education Teacher	Salary/Exempt BENEFITS	Contracted for 24-25
Grace Stewart	Special Education Teacher	Salary/Exempt BENEFITS	Contracted for 24-25
Ashley Grey	Special Education Teacher	Salary/Exempt BENEFITS	Contracted for 24-25
Alyse Eckstrom	Speech Language Pathologist	Salary/Exempt BENEFITS	Contracted for 24-25
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
TBD	Occupational Therapist	NA – Part Time (16-20 hours)	Contracted Service
TBD	School Psychologist	NA – Part Time	Contracted Service

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

TBD	Specialized Services (Vision Therapy, Audiology, Assistive Technology, etc)	NA – Part Time	Contracted Service
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SPECIALTY Teachers	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Lindsay Fredrickson	Music Teacher Grades 1-3 and 7 th /8 th music elective: ukulele	16 classes 8 prep 4 hours music support in main lesson BENEFITS	Not returning for 24-25 year
TBD	Music Teacher Grades 1-3 and 7 th /8 th music elective	16 classes 8 prep 4 hours music support in main lesson BENEFITS	Now Seeking/Hiring
Brandon Wilkes	Garden Instructor	12 classes 6 prep 12 hours maintaining gardens BENEFITS	
Devan Steele	Strings	14 classes 7 prep 3 hours music dept. coordination	
Billy Alexander	Music Elective: Guitar	2 classes 1 prep	
Nicola Wellner	Handwork Grades 5-8	18 classes 9 prep 3 hours specialty program coordination 2 hours assisting Independent Study BENEFITS 50-75 hours annually to work with Parent Cabinet to plan Harvest Faire – reimbursed by PC through their general/annual contribution to the school budget.	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Amanda Hammond	Handwork Grades 1-4	18 classes 9 prep 2 hours assisting Independent Study BENEFITS	
Tania Marquez	Lower Grades Art Enrichment and 7 th /8 th Grade Visual Arts	16 classes 8 prep BENEFITS	
Peter Kelley (DML Team)	Digital Media Literacy (DML)	2 classes 1 prep	
Joy Halverson	Games/ Movement	18 classes 9 hours prep BENEFITS	
Eric Deutsch	Games/ Movement	17 classes 8.5 hours prep BENEFITS	Not returning for 24-25 year
TBD	Games/ Movement	17 classes 8.5 hours prep BENEFITS	Now Seeking/Hiring
Joshua Crawford	Woodwork	16 classes 8 hours prep BENEFITS	
Janet Caballero	Spanish (Grades 1-8)	20 classes 10 hours prep BENEFITS	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

CLASSIFIED/INSTRUC-TIONAL SUPPORT	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Jahtziry Hernandez	Kindergarten Assistant	NON EXEMPT 28 hours per week BENEFITS	
Karen Dillingham	Kindergarten Assistant	NON EXEMPT 28 hours per week	
Erin Warrack	Kindergarten Assistant	NON EXEMPT 28 hours per week	
Isabella Ortiz	Kindergarten Assistant	NON EXEMPT 28 hours per week	
Summer Jones	TK Kindergarten Assistant	NON EXEMPT 28 hours per week	New Assignment
Summer Jones	Kindergarten Assistant Independent Study	NON EXEMPT 16 hours per week	
Laura Valle	Kindergarten Assistant Independent Study	NON EXEMPT 16 hours per week	New Hire for 24-25
Lily Shaw	ISP First Grade Assistant	NON EXEMPT 12 hours per week	
Josiah Adams	First Grade Assistant	NON EXEMPT 18 hours per week	3 Days per week
Rosa Boynton	First Grade Assistant	NON EXEMPT 12 hours per week	2 Days per week
Raz Allen	First Grade Assistant	NON EXEMPT 30 hours per week BENEFITS	
Rachel Verbeek	Violin Assistant	NON EXEMPT 16 hours per week	
Vianney Figueroa	Handwork Assistant	NON EXEMPT 16 hours per week	
Sergio Huertas	Campus Supervision and Custodial Support	NON EXEMPT 35 hours per week BENEFITS	
Carmen Paez	Campus Supervision Lead	NON EXEMPT 35 hours per week	New Hire for 24-25

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

	And Campus Support	BENEFITS	
Tania Marquez	SE and Behavior Support Provider (Hearth Keeper)	NON EXEMPT 12 hours per week BENEFITS	
Jahtziry Hernandez	SE and Behavior Support Provider (Hearth Keeper)	4 hours per week BENEFITS	
Joshua Crawford	SE and Behavior Support Provider (Hearth Keeper)	NON EXEMPT 8 hours per week BENEFITS	Didn't occur in 23-24 and not funded for 24-25
Sarah Kandel	SE and Behavior Support Provider (Hearth Keeper)	NON EXEMPT 20 hours per week	New Hire
Darren Utterback	Elementary School Interventionist and on campus Sub.	NON EXEMPT 32 hours per week BENEFITS	
Joshua Crawford	Construction/ Maintenance	NON EXEMPT 5 hours per week BENEFITS	
Other Misc Campus Supervisor support: Hourly Staff	Campus Supervisor -Before School -After School -Lunch -Recess	NON EXEMPT Approximately 20-25 hours per week of paid support	
Specialty Teacher Meetings/Performances	Specialty Teachers	NON EXEMPT Approximately 8-10 hours per week of collaborative meetings	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

CONTRACTORS	TITLE/GRADE	Description/Duration	OTHER INFO
ExED	Business Services	See Contract	See Contract
Earth Roots	Eco-Literacy/Gardening	See Contract	Estimate \$25,000 annually
Black Tiger	IT Consultant	Special projects and complex diagnostics	Estimate \$10,000 annually
David Bocanegra – OC Janitorial Services	Janitorial Service	See contract	Estimate \$60,000 annually
Various	Waldorf Consultants	Provide professional development opportunities and Parent Education on campus	Estimate \$7,000 annually
Various	Special Education	Psychologists, Occupational Therapists, Vision Therapy, related services	Estimate \$280,000 annually
STRATEGIC KIDS	Staffing	General Education Paraeducators/Substitutes	Estimate \$160,000. CUT
STRATEGIC KIDS	Staffing	Special Education Paraeducators/Substitutes	Estimate \$211,055 annually
STRATEGIC KIDS	Staffing	ELOP	Estimate \$180,000 annually

ADDITIONAL HOUR AGREEMENTS PER CBA	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Up to 5 Main Class Teachers (Admin and mentoring services for Certification Program)	Extra Duty Stipend	Hourly Stipend per CBA	8 hours monthly EACH
1 Main Class Teacher (mentoring for new Main Class Teacher hire)	Extra Duty Stipend	Hourly Stipend per CBA	5 hours monthly TOTAL

JOURNEY SCHOOL Handwork Program - Relocation Effort

The current handwork room and surrounding outdoor area will become an indoor/outdoor classroom for our new Transitional Kindergarten classroom.

Handwork will be relocated towards the back of campus and will primarily occupy our current art area and operate as an outdoor classroom for grades 5 through 8. Grade 1 through 4 handwork classes will continue to be delivered within the general education classrooms.



A budget range of \$23,500 – \$31,200 is requested in support of this project to relocate and maintain the effectiveness and integrity of the handwork program. Anticipated costs include moving/relocation, storage, furniture and development of a creative/usable space detailed below. The range is dependent upon the size of the shipping container as detailed below. All expenses would occur in June prior to the end of the 23-24 fiscal year.

Overview of projected cost

- Moving Costs
\$2000 - Movers, boxes and temporary POD for storage over summer/while creating the Handwork space
- Shipping container w/ windows and doors for storage options:
\$13,800 - 20' Office Shipping Container
or
\$21,450 - 40' Office Shipping Container

***The pricing on the containers does not include the applicable sales tax.**



- Furniture

\$4500 - Tables: 7-8 tables would be required...looking for something narrow, movable/mobile. https://www.amazon.com/Safco-Products-Flip-N-Go-Training-Table/dp/B07XLP2GQR?source=ps-sl-shoppingads-lpcontext&ref_=fplfs&smid=A1QFM750CLWIW0&th=1

Home & Kitchen › Furniture › Home Office Furniture › Drafting Tables



\$750 - Chairs: TBD

\$2000 - Storage shelves/cabinets



October 4, 2023

ECF Funding Commitment Decision Letter 2022

Contact Information:

Janet Gates
JOURNEY SCHOOL
27102 FOXBOROUGH
ALISO VIEJO CA 92656
janet@journeyschool.net

ECF FCC Form 471: ECF202200629

BEN: 16073278
Obligation File: 35
Application Nickname: April22

Totals

Total Committed	\$25,700.00
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What is in this letter?

Thank you for submitting your Emergency Connectivity Fund (ECF) funding application.

Attached to this letter, you will find the funding statuses for the ECF FCC Form(s) 471, Services Ordered and Certification Form, referenced above.

The Universal Service Administrative Company, (USAC) is sending letters to both the associated applicant and the service provider(s) so that you can work together to complete the funding process.

Next Steps

Submit Requests for Reimbursement to the Emergency Connectivity Fund (ECF) Portal.¹

The Commission in the *Emergency Connectivity Fund Report and Order* provided two ways for applicants to be able to invoice for eligible equipment and services through the Emergency Connectivity Fund Program.² Applicants and service providers, who agree to invoice on behalf of the applicant(s), are allowed to submit ECF Program requests for reimbursement.

¹ The *Emergency Connectivity Fund Report and Order* directed USAC to make the invoicing system available 15 days after the issuance of the first wave of commitments for the Emergency Connectivity Fund Program. *Establishing the Emergency Connectivity Fund to Close the Homework Gap*, WC Docket No. 21-93, Report and Order, FCC 21-58, para. 98 (rel. May 11, 2021) (*Emergency Connectivity Fund Report and Order*) If your funding commitment was released as part of the first wave, you may need to wait 15 days prior to submitting your request for reimbursement. USAC will announce when the invoicing system is available and requests for reimbursement can be submitted.

² *Emergency Connectivity Fund Report and Order*, at para.93.

- **If you (the applicant) are invoicing:** After receiving the ECF-supported eligible equipment and/or services, you will file the ECF FCC Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form to invoice for reimbursement of the ECF-supported eligible equipment and/or services. If you request reimbursement prior to paying your service provider(s), you will be required to provide verification that you paid your service provider(s) within 30 days of receipt of funds.
- **If your service provider(s) is invoicing:** The service provider(s) must provide the ECF-supported eligible equipment and/or services and then file the ECF FCC Form 474, the Service Provider Invoice (SPI) form, to invoice for reimbursement for the ECF-supported eligible equipment and/or services provided.

Applicants and service providers, who agree to invoice on behalf of the applicant(s), must provide invoices detailing the items purchased, along with the requests for reimbursement. In general, any request for reimbursement submitted without the necessary information will be rejected with an explanation as to the deficiency, and the funding recipient will need to timely resubmit its invoice submission in order to receive reimbursement.

Notice on Rules and Requirements

The applicants' receipt of funding commitments is contingent on their compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in their funding application(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake periodically to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order*, attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through <https://www.sam.gov>) and subaward activity (through <http://www.fsrc.gov>) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed \$30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for appeals in the E-Rate Program.**

Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been submitted and addressed in the Emergency Connectivity Fund (ECF) Portal. However, if you are seeking a waiver of ECF Program rules, you must submit your request directly to the FCC and not in the ECF Portal. Waivers of the ECF Program rules cannot be addressed within the ECF Portal.

- **To submit an appeal that is not a waiver, visit the Appeals section in the Emergency Connectivity Fund (ECF) Portal and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's website for additional information on submitting an appeal, including step-by-step instructions.**
- **To request a waiver of the FCC's rules, please submit your request to the FCC in proceeding number WC Docket No. 21-93 using the Electronic Comment Filing System (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.**

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected service provider(s).

ECF Funding Commitment Decision Overview

2022

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
ECF2290000627	Pacific OneSource, Inc.	\$124,000.00	\$25,700.00	Funded

FRN ECF2290000627	Service Type Equipment	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	18		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$25,700.00
Total Charges		\$124,000.00	
Committed Amount		\$25,700.00	

Dates	
Service Start Date	7/1/2022
Service End Date	12/31/2023
Service Delivery Date	6/30/2024
Invoice Deadline Date	8/29/2024

Service Provider Information	
Service Provider	Pacific OneSource, Inc.
SPIN (498ID)	143046479

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Funding Commitment Decision Comments

MR1: The FCCRN was modified from N/A to 0032236010 to agree with the applicant documentation.

MR2: The student count of this ECF FCC Form 471 application was increased from 0 to 533 to a level that could be validated based on third party data.

MR3: Based on the applicant's request, the Quantity of HP Laptops of FRN ECF2290000627 Line Item 1 Product and Service Detail was changed from 250 to 50.

MR4: Based on the applicant's request, the Quantity of Dell Laptops of FRN ECF2290000627 Line Item 2 Product and Service Detail was changed from 60 to 40.

MR5: The requested quantity for Dell Laptops for Line Item 2 was reduced from 40 to 34 to remove the quantity intended for non-teaching staff and staff members without an unmet need that were reported that will be served using

BEN Name: JOUNEY SCHOOL
BEN: 16073278

ECF FCC Form 471: ECF202200629
Obligation File: 35

Emergency Connectivity Fund support. As a result, the FRN ECF2290000627 was reduced from \$124,000.00 to \$25,700.00.

MR6: The FRN ECF2290000627 line 1 was modified from Lenovo 100e to HP Chromebook 11 G9 to agree with the applicant documentation.

MR7: The FRN ECF2290000627 line 2 was modified from Lenovo 14e to Dell Latitude 7400 to agree with the applicant documentation.

MR8: In consultation with the applicant, the service provider has been changed to Pacific OneSource, Inc. SPIN number 143046479.

MR9: RAL change(s) requested were not implemented because they are not allowed. The RAL change that was not allowed: update for Billed Entity Name.

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR § 170.320;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and,
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. **Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Federal Agency* means a Federal agency as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. 552(f).

2. *Non-Federal entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and

iv. A domestic or foreign for-profit organization

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)).



Company Address	130-A W. Cochran St. Simi Valley, CA 93065 US	Created Date	4/8/2024 12:11 PM
		Expiration Date	6/13/2024
		Quote Number	Q-37905
Prepared By	Jeremy Gilbert	Account Name	Journey School
Sales Email	jeremy.gilbert@stseducation-us.com	Contact Name	Janet Gates
Sales Phone		Contact Phone	(949) 916-4297
Fax	(888) 801-3381	Contact Email	janet@journeyschool.net
Bill To Name	Journey School	Ship To Name	Journey School
Bill To	27102 FOXBOROUGH ALISO VIEJO, CA 92656-3377	Ship To	27102 Foxborough Aliso Viejo, CA 92656

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
42	Misc Chromebook - New HP	HP Chromebook 11 G9 Education Edition - 11.6" - Celeron N4500 - 4 GB RAM - 32 GB eMMC - 3V2Y2UT	\$238.00	\$9,996.00
42	Google Chrome License	Google Chrome Management Console, Education Perpetual License	\$35.00	\$1,470.00
42	GOLD PACKAGE WG	GOLD PACKAGE WG: Green Packaging, Connecting/Enrolling in Customer OU, Apply Asset Tags, Serialized List of devices and asset tags	\$9.00	\$378.00
42	1yr Mail In MFR Wnty	1yr Mail-In Manufacturer Warranty	\$0.00	\$0.00
42	CA Environ Fee 4"-14" Collected	CA Environmental Electronic Waste Fee - Collected 4" to 14" - \$4 per unit	\$4.00	\$168.00
1	Shipping LTL	LTL Shipping Charge	\$0.00	\$0.00

Total Price	\$12,012.00
Tax	\$648.29
Grand Total	\$12,660.29

All sales are subject to applicable sales tax at the time of shipment.

Financing options are available with approved credit. STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stsed.com/lifetime-parts-warranty/](https://www.stsed.com/lifetime-parts-warranty/).

<https://www.stseducation-us.com/>



Quotation

770 The City Drive South
Orange, CA 92868
US

Quote Date: 5/9/2024
Quote Number: Q-02791
Expiration Date: 8/7/2024

Prepared by: Brandon Cruz
Phone: (888) 487-7555
Email: brandonc@aeries.com

Prepared for: Journey Charter School
Phone: (949) 448-7232
Email: gavin@journeyschool.net

Terms: Net 30

Bill to: Journey Charter School
Attn: Gavin Keller
Address: 27102 Foxborough
Aliso Viejo, CA 92656

Aeries Student Information System in the Cloud

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries Student Information System in the Cloud, under 1,000 students	1	\$8,550.00	7/1/2024	6/30/2025	\$8,550.00
Aeries SIS in the Cloud Configuration	1	\$1,000.00	6/1/2024		\$1,000.00
Aeries Database Maintenance, per additional year	1	\$200.00	7/1/2024	6/30/2025	\$200.00
Aeries Integration Services	1	\$3,500.00	6/1/2024		\$3,500.00
Aeries Training Services	1	\$12,000.00	6/1/2024		\$12,000.00
Aeries Project Management Services	1	\$3,500.00	6/1/2024		\$3,500.00
GRAND TOTAL:					\$28,750.00

One-time services will be invoiced immediately.
Subscription services will be invoiced on the start date listed above.
Net 30

Please sign below to accept this quote:

Signature _____

Name _____

Title _____

Date _____

To place your order, please return the signed copy to brandonc@aeries.com

Schedule B:

ADDITIONAL SERVICES SCOPE OF WORK TO BE PERFORMED BY EXED

This Schedule (the “Schedule”) is entered into as of the 30th day of June 2024 (the “Effective Date”). The Schedule outlines the additional services ExED will provide Journey School, a California nonprofit public benefit corporation (“Client”), as part of the Management and Accounting Services Agreement (the “Agreement”) that ExED and Client entered into on the 30th day of June 2022. The services identified in this Schedule include CALPADS Data Management and Data Reporting Support Services and are included in the definition of “Additional Services” in the Agreement.

1. DEFINITIONS

- a. “CALPADS” means the California Longitudinal Pupil Achievement Data System. CALPADS is a longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.
- b. “CBEDS” means California Basic Educational Data System. CBEDS data are reported through an Online Reporting Application called CBEDS-ORA. The purpose of CBEDS is to collect data about schools and districts, as well as some aggregate data on students and staff.
- c. “SEDS” means Special Education Data System or Systems. Special Education data is managed via Special Education information data systems that have been identified by Client’s SELPA (Special Education Local Plan Area). A SEDS allows centralized management of IEPs (Individualized Education Plans), Special Education data, CALPADS reporting, and service tracking. Examples of SEDS are: Welligent, SEIS (Special Education Information System) and SIRAS (SELPA Information and Records Analysis Support).
- d. All other defined terms used in this Schedule shall have the definitions stated in the Agreement.

2. CALPADS DATA MANAGEMENT AND DATA REPORTING SERVICES

- a. ORIENTATION. Provide orientation to CALPADS Support Services.
 - (i) Discuss CALPADS reporting requirements related to School funding.
 - (ii) Review goals for ExED and Client.
 - (iii) Review responsibilities of ExED and Client.
 - (iv) Client Responsibility
 - (1) Provide ExED with appropriate access to its SIS (Student Information System) application.

- (2) Provide ExED Data Management Team Lead a CALPADS account with LEA Admin level access. LEA Admin account is the master account and allows for the creation of users and resetting of passwords.
 - (3) Provide ExED with a Designated Point Person to facilitate requests for records verification and collection in order to troubleshoot and clear errors in CALPADS data or other systems for which CALPADS certification is dependent upon (e.g., Special Education Data Systems – SEDS)
 - (4) Client staff will not directly change CALPADS data without first communicating to and coordinating with ExED.
 - (5) Client staff understands their responsibility to ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g).
- b. **RESOURCES.** ExED will provide resources to Client-identified staff responsible for SIS, CALPADS, and data management in the following areas:
- (i) In workshop format, review data elements specific to CALPADS including Students, Staff, Courses, Discipline and Attendance.
 - (ii) Facilitate troubleshooting in SIS on issues specific to CALPADS.
 - (iii) Provide support via email, phone, remote assistance, and permitted in-person visits on issues specific to CALPADS.
 - (1) Phone support will be available during normal business hours.
 - (2) Email requests can be directed to ExED at: datamanagement@exed.org.
- c. **DATA INTEGRITY.** Assess and support data integrity for CALPADS-related data elements. ExED will:
- (i) Identify areas for improvement throughout our working partnership and offer guidance or resources for collecting and populating data to meet requirements.
 - (ii) Create and/or locate Statewide Student Identifiers (“SSIDs”) for new students enrolling at Client. ExED will complete this process as part of monthly attendance reporting.
 - (iii) Identify and communicate to Client any conflicting, missing and/or required data so as to comply with the CALPADS certification process. ExED will provide timelines, guidance, and instructions to Client to address missing and/or required data.
 - (iv) Support End of Year / Beginning of Year Rollover

- (1) Provide guidance in managing the rollover process in SIS for the initial and successive school years, beginning with school year 2021-22.
- (2) Support set up of new academic terms in SIS and instruct Client on calendar set up for attendance or facilitate communication with SIS vendor for troubleshooting.

(v) Client responsibility.

- (1) Client is responsible for the integrity of their data.
- (2) Pupil records continue to be the property of and under the control of the Client.
- (3) Provide an overview to ExED of Client's data management structure and current processes for the collection, validation, and reporting of data.
- (4) Provide time for the appropriate staff to meet to review processes with ExED.
- (5) For all students who enroll and exit Client, Client is responsible to ensure enrollment is entered in the SIS in the correct grade-level within the first attendance reporting cycle of student's enrollment.
- (6) Client is responsible to notify ExED if enrolled students have a mid-year grade-level change once enrolled.
- (7) Client is responsible to notify District of Residence of exited student pursuant to California Education Code §47605(d)(3).
- (8) Client is responsible for completing any missing data and/or required data and entering the relevant data into Client's SIS or data entry templates as requested and within the timeframe established in the request for set up of Client's SIS system.
- (9) Client is responsible for follow-up with any data discrepancies and notifying ExED once resolved.
- (10) Client will provide ExED any requested dates and instructional calendar for school years covered by this Agreement and notify ExED of any changes when they occur.
- (11) Client will provide ExED next year school and next year grade information for returning students, including any retained students as required in their SIS.
- (12) Client will identify and properly transfer out non-returning students in the SIS and SEDS.

- d. DATA VALIDATION & CERTIFICATION. ExED will:
- (i) Validate and extract data from SIS and upload, review, and certify Client-approved data in CALPADS as required, including the following for each school year during which ExED is rendering services under this Schedule:
 - (1) Prepare and facilitate LEA approval of Fall 1 data.
 - (2) Prepare and certify Fall 2 data.
 - (3) Prepare and certify End of Year 1 data (as applicable)
 - (4) Prepare and certify End of Year 2 data.
 - (5) Prepare and facilitate LEA approval of End of Year 3 data.
 - (6) Provide review of CALPADS data entered into Client SIS.
 - (7) Prepare and certify End of Year 4 data.
 - (8) Summarize key data for certification in CALPADS and secure Client sign-off and approval of CALPADS data prior to submitting for final approval and certification.
 - (9) Manage CALPADS anomalies, including Multiple Identifiers (MID), Exit Reason Discrepancies (ERD), and Concurrent Enrollments (CCE), within the threshold given by CALPADS for successful certification.
 - (10) Provide Certified Reports for Client reference and archives.
 - (11) If Client requests CALPADS amendment window is utilized, ExED has the right to charge an additional fee. ExED will notify Client of the additional fees prior to beginning work.
 - (ii) Data accuracy remains the responsibility of Client and is acknowledged upon signature of summary data provided by ExED.
- e. COMMUNICATION. Measure and report progress. ExED will:
- (i) Summarize key data required for certification in CALPADS to Client's Administrator.
 - (ii) Navigate complex CALPADS requirements and stay up to date on frequently changing requirements, as applicable to Client's Schools.
- f. ADDITIONAL REPORTING SUPPORT. ExED will:
- (i) Provide support and guidance on reporting California Basic Educational Data System ("CBEDS") data.
 - (1) Troubleshoot any issues with CBEDS extracts/data.
 - (2) Identify any discrepancies and anomalies with the CBEDS data in SIS, if applicable.

- (3) Provide review of CBEDS data entered into Client SIS.
 - (4) Secure Client sign-off and approval of CBEDS data prior to final submission.
- (ii) Client Responsibility.
- (1) Client will provide CBEDS-ORA login information and return CBEDS SIF to ExED as requested and within the timeframe established in the request.

3. **PAYMENT AND TERMS**

a. Fees and Charges.

(i) CALPADS Data Management and Data Reporting Support Services

(1) Rate. Client will pay ExED \$1,425.00 per month (i.e., \$17,100 per annum) for the CALPADS Data Management and Data Reporting Support Services hereunder, commencing with the school year in which the Effective Date occurs, and reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the services. These out-of-pocket expenses will not exceed \$150 per month without written authorization from Client.

(2) Additional Fees. ExED will charge additional fees for the following activities:

a. Client transitions to a new SIS

	<u>1 School</u>	<u>2+ Schools</u>
Transition to Aeries or PowerSchool	\$ 3,350	\$ 6,700
Transition to Other SIS	\$ 5,550	\$ 11,150

b. ExED will provide CALPADS orientation workshops for Client leadership staff (i.e., Client Administrator, School Leader, or CALPADS Principal Contact) who are hired mid-year. ExED will charge Client \$215 per workshop.

c. Client may request additional support beyond the scope of CALPADS Reporting Services. If ExED agrees to provide the requested support, ExED will charge an hourly rate per the Supplemental Fee Schedule.

- i. VP or Director \$145
- ii. Manager \$83

- (3) Invoicing. ExED will invoice monthly for services.
- (4) Notice of Terms Supplement. The prices and related charges for the CALPADS Data Management and Data Reporting Support Services are subject to change each year, beginning June 30th of the year following the Effective Date Year, in accordance with the delivery by ExED of a Notice of Terms Supplement, as described in Section 3(h) of the Agreement.

4. **CONFIDENTIALITY AND SECURITY**

- a. ExED will directly access Client’s SIS system and will extract data required for CALPADS reporting. Such information shall be considered Confidential Information to the extent it contains any personally identifiable information under FERPA.
- b. ExED will directly access student information using SIS as licensed to Client, and provide user technical support as well as develop reports, as reasonably requested by Client. Such information shall be considered Confidential Information to the extent it contains any personally identifiable information under FERPA.
- c. ExED will directly access information regarding eligibility for student participation in free and reduced price meals programs. Such information shall be considered Confidential Information to the extent it contains any personally identifiable information under FERPA.
- d. ExED may directly access information regarding Special Education eligibility programs and services if deemed necessary and acceptable. Such information shall be considered Confidential Information to the extent it contains any personally identifiable information under FERPA.
- e. ExED may directly access staff employment data if deemed necessary and acceptable. Such information shall be considered Confidential Information to the extent it contains any personally identifiable information.
- f. ExED will utilize software systems such as Citrix ShareFile and/or Box to share confidential student and staff information via a secured system rather than via individual emails.
- g. ExED will not use any information in the pupil record for any purpose other than those required or specifically permitted by this Schedule.
- h. ExED staff responsible for ensuring pupil records security and confidentiality will participate in FERPA training and designated PTAC trainings.
- i. Upon termination of this Schedule, ExED will transfer any data files containing pupil records to the Client via Box within 60 days of the termination.
- j. ExED will not intentionally share nor use personally identifiable information in pupil records to engage in targeted advertising.

5. **THE CLIENT'S OBLIGATIONS.**

- a. Authorized Personnel. The Board may identify to ExED, in writing, the Client Administrator and other staff member(s) authorized to work with ExED with respect to: CALPADS, SIS, and data management services. In the absence of such designated persons, ExED shall be authorized to communicate with any Client Administrator and the presiding officer of the Board.
- b. Principal Contact. The Board may also identify, in writing to ExED, its key or principal contact, if other than the Client Administrator, who is authorized to receive and disclose Confidential Information and approve CALPADS submissions; as well as an alternate contact in the event Client Administrator cannot or should not serve as Client's contact due to conflict or suspected misconduct. In the absence of such designated persons, any Client Administrator and the presiding officer of the Board shall have such authority.
- c. Access to State Systems. Client is responsible for maintaining master accounts with associated usernames and passwords for accessing the CALPADS state system, the CBEDS online reporting system, and any 3rd party systems (e.g. CAASPP/TOMS, CASEMIS, SEDS, Cal-SAAS).
- d. SIS Records. Client will maintain all data records in SIS. Client is responsible for maintaining the accuracy of Client's data records, correcting data errors, and entering new or corrected data. Client is solely responsible to ensure the accuracy of the data it provides to ExED or that is maintained in Client's SIS database. ExED has no responsibility to independently confirm the accuracy of the data it receives from Client or that is maintained in Client's SIS database and has right to rely on the same. ExED will advise Client of the data to be corrected so as to comply with the CALPADS certification process and may provide data entry templates, but Client is responsible for correcting the errors or completing the missing data.
- e. Coordination and Cooperation. Client, the Client Administrator, authorized staff members and the principal contact will work closely and cooperatively with ExED to facilitate the effective performance and delivery of the Additional Services identified in this Schedule. Client will comply with and respond promptly to all reasonable requests of ExED to correct data errors and for information and documents from Client.

If Client does not meet timelines that ExED has established for making data corrections required for CALPADS certification, ExED will not be responsible if Client is unable to certify or if Client certifies with inaccurate data.
- f. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures for a charter school applicable to data management, including, but not limited to enrollment, attendance, eligibility for student participation in free and reduced price meals programs, and special education.
- g. Integrity. Client will act in good faith and alert the management of ExED to any fraudulent activity which is reasonably related to the Additional Services identified in

this Schedule as soon as Client becomes aware, to the extent permitted by law. Client acknowledges that ExED's ability to provide these Additional Services is conditioned upon Client acting in a good faith and commercially reasonable manner.

6. **OTHER PROVISIONS**

- a. ExED is not responsible for any other activities, including without limitation the Exclusions, unless mutually agreed to in writing.
- b. All other terms, conditions, obligations, rights and provisions of the Agreement, including but not limited to Section 8 and Section 10, shall apply to all Additional Services identified in this Schedule.

7. **TERM AND TERMINATION EXPIRATION.**

This Schedule to provide Additional Services shall continue in full force and effect from the Effective Date, through the duration of the Term of the Agreement (as renewed pursuant to Section 9(a) thereof) unless earlier terminated in accordance with the provisions of this Section 7.

- a. **Termination for Uncured Breach.** If either party to this Schedule materially defaults in the performance of any of the terms of this Schedule, the non-defaulting party may terminate this Schedule by providing written notice of termination to the defaulting party of the nature of the default or material breach of this Schedule, and the termination shall be effective thirty days from receipt of notice unless the defaulting party cures such default within said thirty-day period.
- b. **Termination for Convenience.** Either party may terminate this Schedule upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending Service work hereunder for the current month, and payment for Services hereunder shall be made through the end of the month in which termination occurs. After a termination of this Agreement for convenience, the Client may request ExED to provide services pertaining to the term of this Schedule or Retroactive Services. If ExED agrees to provide services, the services and fees will be described in a separate agreement.
- c. **Immediate Termination for Cause.** ExED may immediately terminate this Schedule in the event it determines that (i) it cannot provide the Services in a timely or professional manner due to the actions or inaction of Client with respect to data management or operations, or (ii) Client has engaged or been accused of engaging in material misconduct inconsistent with ExED's mission or nonprofit purpose; in such event, ExED will cooperate with Client to transition its duties to Client personnel or another vendor and ExED shall be entitled to payment of its fees and reimbursable expenses for each month ExED is involved with such transition of duties.
- d. **Termination for California Educational Code Noncompliance.** Failure to comply with the requirements of California Education Code 49073.1(a-b) shall render this Schedule void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written

notice of noncompliance may be provided by any party to the Schedule. If this Schedule is voided under this provision, all parties hereto shall return all pupil records in their possession to the local educational agency (Client).

- e. Non-Renewal. In the event Client duly exercises its right to deliver a Notice of Non-Renewal, with respect to the Agreement, this Schedule shall also terminate, and the provisions of Section 9(f) of the Agreement shall control. In the event Client wishes to terminate solely this Schedule, Client may exercise its right to terminate for convenience, under Section 7(b) above. Client shall not have the right to terminate solely this Schedule (and not the Agreement as a whole) through delivery of a Notice of Non-Renewal.
- f. Other Rights. Subject to the terms of Section 8(c) of the Agreement, (i) the rights of the parties to terminate this Schedule are not exclusive of any other rights and remedies available at law or in equity, and such rights are cumulative, and (ii) the exercise of any right or remedy under this Section 7 does not preclude the exercise of any other right or remedy.
- g. Proration of Service Fees Upon Termination. If this Agreement is terminated early, as provided for above in Section 7(a)-7(e), in addition to any fees and other amounts due and owing to ExED as may be set forth in each such Section, ExED's CALPADS Data Management and Data Reporting Support Services fees and expense reimbursements shall prorate to the date of such termination, and ExED shall have the right to payment for all Services rendered and reimbursable expenses incurred up to the date of termination of this Schedule.
- h. Agreement Termination. This Schedule shall automatically terminate upon the termination of the Agreement, unless the parties separately enter into an agreement solely for the provision of ExED's CALPADS Data Management and Data Reporting Support Services to Client.

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

CLIENT:

By: _____ Dated: _____,

Name: Gavin Keller

Title: Executive Director

ExED:

By: _____ Dated: _____,

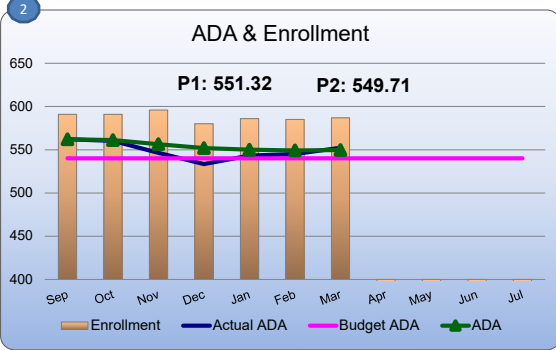
Name: Tait Anderson

Title: CFO/COO

JOURNEY SCHOOL - Financial Dashboard (April 2024)

1 Key Performance Indicators

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



State Budget Update

Per School Services of CA: An Overview of the 2024-25 Governor's May Revision

In an unconventional manner that frustrated those who rely on the May Revision to plan for the upcoming budget year, Governor Gavin Newsom's Administration continued to release information on May 14, the statutory deadline to provide changes to his proposed State Budget. At the May Revision, Governor Newsom continues his approach from January to shield K-14 education from ongoing programmatic reductions.

Proposition 98 Rainy Day Fund and Local Reserves

The reduction in Proposition 98 funding levels in the current and budget year, coupled with increased costs associated with the 1.07% statutory COLA, exacerbate the Proposition 98 deficit for 2023-24 and 2024-25...the May Revision proposes to increase withdrawals from the Proposition 98 reserve in both fiscal years. Notably, deploying resources from the Proposition 98 reserve fund averts the need for other budgetary tools to avoid cuts to education, such as deferrals.

Cost-of-Living Adjustment

The May Revision fully funds the statutory COLA of **1.07%** for the LCFF, which is greater than the January estimate of 0.76%, but significantly lower than the estimate of 3.94% from the 2023-24 Enacted Budget.

3 Average Daily Attendance Analysis

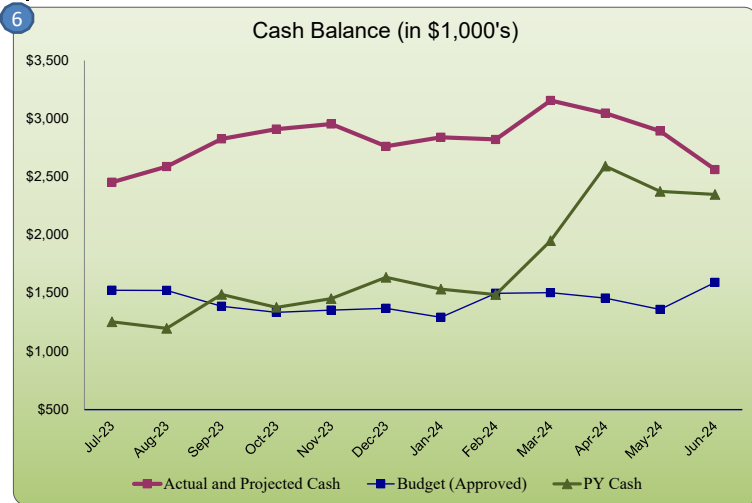
Category	Actual through Month 7	Actual P2	Budgeted P2	Better/ (Worse)	Prior Year P2
Enrollment	587	587	580	7	571
ADA %	93.8%	93.8%	93.1%	0.6%	92.1%
ADA	549.71	549.71	540.11	9.60	533.24

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	25.2%	26.1%	0.9%	25.3%
3-Year Average %	24.8%	25.1%	0.3%	22.6%
District UPP C. Grant Cap	30.1%	32.8%	2.7%	30.1%

5 INCOME STATEMENT

INCOME STATEMENT	Forecast	VS. Budget		FY 23-24 YTD			Historical	
	As of 04/30/24	FY 23-24 Budget	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 22-23	FY 21-22
Local Control Funding Formula	6,141,908	6,090,208	51,700	4,939,112	5,128,916	(189,804)	5,503,044	4,289,194
Federal Revenue	148,564	124,124	24,440	131,528	114,269	17,258	127,380	323,588
State Revenue	490,522	548,460	(57,938)	1,187,805	356,142	831,662	979,037	491,993
Other Local Revenue	86,630	9,651	76,979	77,137	7,270	69,867	47,713	6,908
Grants/Fundraising	236,600	243,000	(6,400)	157,886	230,010	(72,124)	293,886	368,891
TOTAL REVENUE	7,104,225	7,015,444	88,781	6,493,468	5,836,608	656,860	6,951,059	5,480,574
Total per ADA	12,924	12,989	(65)				13,036	11,408
w/o Grants/Fundraising	12,493	12,539	(46)				12,484	10,640
Certificated Salaries	2,364,034	2,525,934	161,899	1,926,218	2,073,532	147,315	2,091,898	1,998,789
Classified Salaries	1,245,887	1,144,385	(101,502)	997,366	942,951	(54,415)	1,161,891	990,020
Benefits	1,323,060	1,391,653	68,593	1,101,644	1,154,235	52,590	1,230,170	1,040,791
Student Supplies	258,294	283,294	25,000	138,527	249,409	110,882	395,837	165,492
Operating Expenses	1,712,362	1,587,072	(125,290)	1,418,955	1,342,865	(76,090)	1,619,604	1,536,017
Other	107,244	52,772	(54,472)	86,100	43,121	(42,979)	26,002	19,469
TOTAL EXPENSES	7,010,882	6,985,110	(25,772)	5,668,811	5,806,114	137,303	6,525,402	5,750,577
Total per ADA	12,754	12,933	179				12,237	11,970
NET INCOME / (LOSS)	93,343	30,334	63,009	824,657	30,494	794,163	425,657	(270,004)
OPERATING INCOME	200,587	83,106	117,481	910,757	116,737	794,020	451,659	(250,535)



7 Balance Sheet

	6/30/2023	4/30/2024	6/30/2024 FC
Assets			
Cash, Operating	2,349,524	3,047,644	2,563,268
Accounts Receivable	1,369,526	414,332	824,445
Due From Others	299	0	0
Other Assets	426,847	231,443	280,435
Net Fixed Assets	306,393	310,105	288,961
Total Assets	4,452,590	4,003,523	3,957,108
Liabilities			
A/P & Payroll	525,112	263,952	295,540
Due to Others	280,114	44,464	697,775
Deferred Revenue	776,913	0	0
Other Liabilities	188,367	188,367	188,367
Total Liabilities	1,770,506	496,782	1,181,681
Equity			
Beginning Fund Bal.	1,377,081	2,682,084	2,682,084
Net Income/(Loss)	1,305,003	824,657	93,343
Total Equity	2,682,084	3,506,741	2,775,427
Total Liabilities & Equity	4,452,590	4,003,523	3,957,108

Year-End Cash Balance

Projected	Budget	Variance
2,563,268	1,592,591	970,677

Days Cash on Hand	132	161	136
Cash Reserve %	36.1%	44.1%	37.1%

JOURNEY SCHOOL
2023-24 Cash Flow Forecast

Prepared by EXED. For use by EXED and EXED clients only. © 20

	Actuals as of 4/30/2024											FORECAST Jul-23 - Jun-24	Budget Variance Better / (Worse)		
	ACTUAL Jul-23	ACTUAL Aug-23	ACTUAL Sep-23	ACTUAL Oct-23	ACTUAL Nov-23	ACTUAL Dec-23	ACTUAL Jan-24	ACTUAL Feb-24	ACTUAL Mar-24	ACTUAL Apr-24	May-24			Jun-24	Accrual
8011-8098 - Local Control Funding Formula Sources															
8011 Local Control Funding Formula	71,623	71,623	128,921	128,921	128,921	128,921	128,921	77,335	77,335	77,335	77,335	74,845		1,172,036	(337,349)
8012 Education Protection Account	-	-	26,662	-	-	25,346	-	-	29,360	-	-	29,430		110,798	(27,064)
8019 Local Control Funding Formula - Prior Year	-	-	-	-	-	(74,815)	-	-	-	-	7,039	7,039	21,116	(39,621)	(39,621)
8096 In Lieu of Property Taxes	-	284,293	568,585	379,057	379,057	379,057	379,057	379,057	802,410	345,194	345,194	345,194	330,798	4,916,953	473,991
8098 In Lieu of Property Taxes, Prior Year	-	-	-	-	-	16,935	1	-	-	-	-	-	(35,194)	(18,258)	(18,258)
Total 8011-8098 - Local Control Funding Formula Sources	71,623	355,916	724,168	507,978	507,978	475,444	507,979	456,392	909,105	422,529	429,568	456,509	316,720	6,141,908	51,700
8100-8299 - Federal Revenue															
8291 Title I	-	-	-	-	-	-	-	-	-	25,543	-	-	7,037	32,580	1,068
8292 Title II	-	-	-	-	-	-	-	-	-	-	8,226	-	-	8,226	463
8295 Title IV, SSAE	-	-	-	-	-	-	-	-	-	-	-	-	10,000	10,000	-
8299 All Other Federal Revenue	-	-	-	56,090	-	-	-	34,776	-	6,893	-	-	(0)	97,758	22,909
Total 8100-8299 - Other Federal Income	-	-	-	56,090	-	-	-	34,776	-	40,662	-	-	17,037	148,564	24,440
8300-8599 - Other State Revenue															
8550 Mandate Block Grant	-	-	-	-	10,535	-	-	-	-	-	-	-	-	10,535	(49)
8560 Lottery Revenue	-	-	1,964	-	-	-	55,421	-	43,588	-	-	-	41,135	142,108	14,102
8592 State Mental Health	2,157	2,157	3,883	3,883	3,883	3,883	3,883	4,043	4,043	4,043	4,043	3,916	-	43,817	43,817
8595 Expanded Learning Opportunity Program	45,127	(29,679)	13,903	163,082	13,903	13,903	13,903	13,908	13,908	13,908	13,908	13,908	(95,836)	207,846	31,940
8596 Prop 28 Arts & Music	-	-	-	-	-	-	-	14,698	14,698	14,698	14,698	(58,792)	-	-	(71,343)
8599 State Revenue - Other	-	-	-	720,479	-	-	-	-	-	-	-	-	(634,263)	86,216	(76,406)
Total 8300-8599 - Other State Income	47,284	(27,522)	19,750	887,444	28,321	17,786	73,207	32,649	76,237	32,649	32,649	(40,968)	(688,964)	490,522	(57,938)
8600-8799 - Other Local Revenue															
8660 Interest & Dividend Income	0	6,323	6,317	6,735	7,663	5,128	2,585	5,194	5,388	12,651	2,507	2,507	0	63,000	55,000
8662 Net Increase (Decrease) in Fair Value of Investm	-	-	-	-	(379)	6,648	4,030	2,665	534	2,828	1,837	1,837	-	20,000	20,000
8689 All Other Fees & Contracts	1,000	500	(500)	-	-	860	-	-	-	-	320	320	-	2,500	1,500
8692 Grants	-	-	-	-	-	-	-	13,600	-	1,000	29,500	29,500	-	73,600	13,600
8694 In Kind Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8695 Contributions & Events	3,398	1,713	1,733	5,293	3,474	14,525	5,081	1,817	1,593	4,548	5,912	5,912	-	55,000	(20,000)
8696 Other Fundraising	2,324	6,600	15,585	7,613	5,868	4,512	13,793	14,320	16,913	12,582	3,945	3,945	-	108,000	0
8697 E-Rate	-	54	54	54	54	54	54	54	54	54	81	54	27	651	0
8698 SELPA Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699 All Other Local Revenue	-	-	-	-	-	-	-	-	-	478	-	-	-	478	478
8792 Transfers of Apportionments - Special Education	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 8600-8799 - Other Income-Local	6,722	15,191	23,190	19,695	16,680	31,727	25,544	37,650	24,483	34,141	44,103	44,076	27	323,230	70,579
Prior Year Adjustments															
TOTAL INCOME	125,629	343,585	767,108	1,471,207	552,979	524,957	606,730	561,467	1,009,824	529,981	506,320	459,617	(355,180)	7,104,225	88,781
Expense															
Total 1000 - Certificated Salaries	29,779	192,368	213,021	213,248	207,005	209,417	215,985	210,014	219,367	216,014	218,908	218,908	-	2,364,034	161,899
Total 2000 - Classified Salaries	36,057	35,702	116,987	130,613	106,425	115,003	93,201	118,895	129,613	114,872	124,260	124,260	-	1,245,887	(101,502)
3000 - Employee Benefits															
3111 STRS - State Teachers Retirement System	5,688	35,501	46,955	45,880	43,690	44,873	43,376	45,366	47,537	47,138	45,512	45,512	-	497,026	30,279
3212 PERS - Public Employee Retirement System	9,115	10,853	19,065	21,541	18,979	19,852	17,643	20,426	22,061	20,237	31,153	31,153	-	242,077	63,245
3311 OASDI - Social Security	2,205	2,590	5,100	5,873	5,117	5,391	4,539	5,473	5,967	4,974	6,503	6,503	-	60,234	(3,842)
3331 MED - Medicare	947	3,301	4,691	4,882	4,431	4,589	4,356	4,629	4,919	4,649	4,976	4,976	-	51,348	1,872
3401 H&W - Health & Welfare	87,029	36,592	38,538	33,322	28,513	33,360	31,622	35,229	32,736	34,727	20,786	(6,000)	-	406,455	10,075
3501 SUI - State Unemployment Insurance	33	114	162	168	153	158	150	170	170	170	172	172	-	1,771	65
3601 Workers' Compensation Insurance	-	10,772	1,543	6,300	3,150	2,590	3,150	3,150	-	3,150	-	-	-	33,805	(5,757)
3902 Other Benefits	-	255	-	-	90	-	-	-	-	-	-	-	30,000	30,345	(27,345)
Total 3000 - Employee Benefits	105,016	99,977	116,054	117,966	104,124	110,813	104,836	114,433	113,389	115,036	109,101	112,315	-	1,323,060	68,593
4000 - Supplies															
4111 Core Curricula Materials	2,800	7,646	6,002	150	205	140	106	209	86	233	1,552	1,552	-	20,680	(3,000)
4211 Books & Other Reference Materials	-	1,651	796	421	15	57	26	172	687	-	1,338	1,338	-	6,500	-
4311 Student Materials	1,054	5,800	5,249	6,741	2,879	936	2,202	1,343	2,664	1,982	15,871	15,871	-	62,591	-
4351 Office Supplies	327	786	1,277	810	469	955	1,484	899	648	1,926	2,686	2,686	-	14,952	-
4371 Custodial Supplies	174	951	1,760	2,027	1,772	2,708	1,952	1,390	1,424	1,971	2,236	2,236	-	20,600	-
4390 Other Supplies	82	640	1,589	77	1,619	465	6,610	1,364	3,479	4,194	19,934	17,561	-	57,611	16,000
4411 Non Capitalized Equipment	1,760	9,929	4,415	1,634	2,050	15,630	273	1,695	250	2,814	17,454	17,454	-	75,360	12,000
4711 Nutrition Program Food & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4713 CACFP Supper Food & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 4000 - Supplies	6,197	27,402	21,089	11,860	9,008	20,890	12,652	7,072	9,238	13,120	61,070	58,697	-	258,294	25,000
5000 - Operating Services															

JOURNEY SCHOOL
2023-24 Cash Flow Forecast
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	Actuals as of 4/30/2024											FORECAST Jul-23 - Jun-24	Budget Variance Better / (Worse)			
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL			May-24	Jun-24	Accrual
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24						
5211 Travel & Conferences	675	7,664	1,329	350	610	2,289	1,334	843	1,089	484	6,734	6,734	30,135	-		
5311 Dues & Memberships	8,730	322	-	-	5,100	-	150	53	-	-	2,601	2,601	19,557	-		
5451 General Insurance	33,118	16,214	3,616	2,004	11	4,008	2,010	2,010	2,010	11	3,018	3,018	71,048	7,571		
5511 Utilities	1,407	9,294	1,391	12,729	1,143	11,669	6,738	1,078	7,469	12,164	8,681	8,681	82,444	(3,044)		
5521 Security Services	-	-	-	-	-	-	-	-	141	-	-	-	141	(141)		
5531 Housekeeping Services	7,425	7,725	10,458	9,220	7,844	6,707	8,723	8,591	8,602	7,495	9,156	9,156	101,101	(14,777)		
5599 Other Facility Operations & Utilities	298	1,256	538	1,416	298	298	918	318	318	318	968	968	7,913	(2,493)		
5611 School Rent - Private Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
5613 School Rent - Prop 39	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
5619 Other Facility Rentals	15,130	15,130	15,130	15,130	15,130	15,206	15,130	15,130	16,026	15,494	15,962	15,962	184,562	-		
5621 Equipment Lease	1,610	565	1,168	2,057	5,747	1,168	1,168	4,784	1,114	1,452	2,309	2,309	25,450	(8,000)		
5631 Vendor Repairs	3,735	3,138	4,152	495	3,101	-	641	(719)	-	520	13,069	13,069	41,200	-		
5812 Field Trips & Pupil Transportation	9,108	3,176	16,911	26,689	2,233	12,224	8,560	24,582	12,378	3,969	9,798	9,798	139,425	-		
5821 Legal	876	6,531	2,336	6,899	256	1,387	-	1,573	3,864	-	3,571	3,571	36,595	(6,595)		
5823 Audit	-	-	7,980	-	-	-	-	7,439	-	3,150	165	165	18,900	-		
5831 Advertisement & Recruitment	-	-	112	-	-	-	1,200	-	330	81	138	138	2,000	-		
5841 Contracted Substitute Teachers	-	-	-	2,445	6,370	1,225	1,470	980	1,960	3,430	2,434	2,434	22,748	-		
5849 Other Student Instructional Services	4,620	82,634	4,556	21,437	25,359	27,194	17,583	22,789	26,039	30,024	26,590	26,590	315,414	(37,054)		
5852 PD Consultants & Tuition	8,265	1,525	945	-	400	(400)	-	-	450	-	4,527	4,527	20,238	-		
5854 Nursing & Medical (Non-IEP)	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
5859 All Other Consultants & Services	56,823	-	11,667	11,667	11,667	11,667	11,667	12,336	12,991	12,427	18,845	18,845	190,601	(45,156)		
5861 Non Instructional Software	10,923	1,020	1,123	193	389	1,473	1,007	305	305	291	5,277	5,277	27,470	-		
5865 Fundraising Cost	-	-	-	-	-	-	-	-	-	-	1,269	1,269	2,539	(2,539)		
5871 District Oversight Fees	-	-	-	-	-	25,557	9,736	-	17,037	4,259	2,704	2,704	61,998	(1,096)		
5872 Special Education Fees (SELPA)	-	-	-	-	-	121,800	46,400	-	81,200	20,300	2,578	2,578	274,855	(4,800)		
5899 All Other Expenses	422	2,841	1,421	1,530	852	1,099	1,789	5,658	1,268	2,221	684	684	20,469	(6,682)		
5911 Office Phone	-	-	-	-	-	-	-	-	-	-	3,193	3,193	6,386	-		
5913 Mobile Phone	122	51	-	102	51	51	52	51	51	51	867	867	2,318	-		
5921 Internet	354	304	222	265	243	244	243	243	243	243	757	757	4,120	-		
5923 Website Hosting	132	-	-	-	-	-	-	227	-	15	172	172	718	(484)		
5931 Postage & Shipping	-	123	-	95	330	-	-	-	101	-	560	560	1,768	-		
5999 Other Communications	50	-	-	-	-	50	-	-	-	-	75	75	250	-		
Total 5000 - Operating Services	163,823	159,512	85,055	114,722	87,135	244,915	135,704	108,972	194,984	124,133	146,703	146,703	1,712,362	(125,290)		
6000 - Capital Outlay																
6901 Depreciation Expense	2,943	6,356	6,356	9,719	9,719	9,719	10,322	10,322	10,322	10,322	10,572	10,572	107,244	(54,472)		
Total 6000 - Capital Outlay	2,943	6,356	6,356	9,719	9,719	9,719	10,322	10,322	10,322	10,322	10,572	10,572	107,244	(54,472)		
7000 - Other Outgo																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total 7000 - Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTAL EXPENSE	343,816	521,317	558,562	598,129	523,416	710,756	572,700	569,706	676,913	593,496	670,615	671,456	7,010,882	(25,772)		
NET INCOME	(218,186)	(177,732)	208,546	873,079	29,563	(185,799)	34,030	(8,240)	332,912	(63,515)	(164,295)	(211,839)	(355,180)	93,343	63,009	
Operating Income														200,587		
EBITDA														200,587		
Beginning Cash Balance	2,349,524	2,454,553	2,588,487	2,826,934	2,910,377	2,954,391	2,762,557	2,840,734	2,821,732	3,156,148	3,047,644	2,893,921	2,563,268	2,349,524	(67,192)	
Cash Flow from Operating Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Net Income	(218,186)	(177,732)	208,546	873,079	29,563	(185,799)	34,030	(8,240)	332,912	(63,515)	(164,295)	(211,839)	(355,180)	93,343	63,009	
Change in Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Prior Year Accounts Receivable	513,333	302,790	38,162	-	6,877	59,196	9,001	11,757	7,039	7,039	-	-	-	955,194	897,635	
Current Year Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	(410,113)	(410,113)	(271,692)	
Change in Due from	299	-	-	(1)	-	-	1	-	-	-	-	-	-	299	299	
Change in Accounts Payable	(183,085)	(31,034)	(33,504)	47,487	(36,611)	3,719	60,746	(75,837)	37,693	(57,571)	-	31,588	-	(236,409)	(220,004)	
Change in Due to	(478)	(753)	(29,784)	(35,144)	(685)	(66,872)	(33,748)	(668)	(50,340)	(17,178)	-	(111,982)	765,293	417,661	1,098,296	
Change in Payroll Liabilities	(69,662)	43,245	33,138	3,683	19,560	(24,795)	(7,372)	29,084	(16,823)	(3,220)	-	-	-	6,837	6,837	
Change in Prepaid Expenditures	44,295	(1,709)	(48)	-	-	(50)	-	(1,029)	(2,000)	-	-	-	-	(9,533)	38,796	
Change in Deferred Revenue	-	-	-	(776,913)	-	-	-	-	-	-	-	-	-	(776,913)	(776,913)	
Change in Other Long Term Assets	15,571	15,576	15,581	15,586	15,592	15,597	15,602	15,608	15,613	15,619	-	-	-	155,945	-	
Depreciation Expense	2,943	6,356	6,356	9,719	9,719	9,719	10,322	10,322	10,322	10,322	10,572	10,572	107,244	54,472		
Cash Flow from Investing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Capital Expenditures	-	(22,804)	-	(54,053)	-	(2,550)	(10,405)	-	-	-	-	-	-	(89,812)	(8,812)	

JOURNEY SCHOOL
 2023-24 Cash Flow Forecast
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	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Actuals as of 4/30/2024		FORECAST	Budget Variance	
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Accrual	Jul-23 - Jun-24	Better / (Worse)
Ending Cash Balance	2,454,553	2,588,487	2,826,934	2,910,377	2,954,391	2,762,557	2,840,734	2,821,732	3,156,148	3,047,644	2,893,921	2,563,268	2,563,268	2,563,268	970,677

Journey School Financial Analysis April 2024

Net Income

Journey School is projected to achieve a net income of \$93,343 in FY23-24 compared to \$30,334 in the board-approved budget. This is \$63,009 more than the board-approved budget.

Balance Sheet

As of April 30, the school's cash balance was \$3,047,644. By June 30, 2024, the school's cash balance is projected to be \$2,563,268.

As of April 30, 2024, the Accounts Receivable balance was \$414,332.

As of April 30, 2024, the Accounts Payable balance, including payroll liabilities, totaled \$496,782.

Income Statement

Revenue

Total revenue for FY23-24 is projected to be \$7,104,225, which is \$88,781 more than the budgeted amount.

- State Mental Health is projected to be \$43,817 over budget as the state funding model has changed. These funds will be sent directly to the school starting this year.
- Expanded Learning Opportunities Program is projected to be \$31,940 over budget based on corresponding expenditures.
- Interest and Increase in Investments are projected to be \$75,000 over budget combined due to higher earnings from the treasury account and earnings from the investment accounts.

Expenses

Total expenses for FY23-24 are projected to be \$7,010,882, which is \$25,772 more than the budgeted amount.

- Certificated Salaries are projected to be \$161,899 under budget primarily due to the counselors being moved to classified salaries. As a result, Classified Salaries are projected to be \$101,502 over budget.
- STRS and PERS combined are projected to be \$93,524 under budget due to less staff being eligible.
- Other Student Instructional Services are projected to be \$37,054 over budget due to additional expenses for Strategic Kids.
- All Other Consultants are projected to be \$45,156 over budget due to the fees for the Employee Retention Credit consultant.
- Depreciation is projected to be \$54,472 over budget due to the installation of Shade Sails and Fence.

Note- Forecast variances of \$30,000 and 10% of budget will be discussed in this report.

ADA

The budgeted P2 ADA is 549.70 based on an enrollment of 587 and a 93.8% attendance rate.

Month 1 ADA: 562.11	Month 5 ADA: 543.32
Month 2 ADA: 560.30	Month 6 ADA: 545.11
Month 3 ADA: 546.50	Month 7 ADA: 552.35
Month 4 ADA: 533.50	

P1 ADA: 551.32	P2 ADA: 549.71
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Note- Forecast variances of \$30,000 and 10% of budget will be discussed in this report.

Journey School
Check Register
For the Month Ending April 30, 2024

Check #	Vendor Name	Date	Description	Amount
1006524	EXCELLENT EDUCATION DEVELOPMENT	02/24	MANAGEMENT CONTRACT FEE & PAYCHEX FEES	12,082.77
1006525	CAPISTRANO UNIFIED SCHOOL DISTRICT	04/24	RENT, SPED ENCROACHMENT & OVERSIGHT FEE	41,064.67
1006526	GAVIN KELLER	4/1/2024	VOID - \$169.68 - VOID	0.00
A016048	KAISER PERMANENTE (3383)	4/1/2024	05/24 - HEALTH PREMIUM	20,115.18
E014467	ADVANCED OFFICE CAPISTRANO UNIFIED SCHOOL DISTRICT	4/1/2024	03/23/24-04/22/24 - COPIER LEASE	675.51
P051625	MORGAN HALVERSON	4/1/2024	07/24/23-08/21/23 - WATER USE	608.57
P051626	GAYLEN CORBETT	4/1/2024	03/24 - LABOR FOR MEDIEVAL GAMES	200.00
P051627	STAPLES (DET 27100234)	4/1/2024	CVS - WRIST BRACE	29.73
P051628	KAYLA PENNINGTON	4/1/2024	FOLDERS, ENVELOPES, LABELS, ETC	270.51
P051629	MOULTON NIGUEL WATER 3587	4/1/2024	AMAZON - WOODEN RINGS	15.07
P051630	PALI INSTITUTE	4/1/2024	02/19/24-03/18/24 - WATER SERVICES	220.41
P051631	JOY HALVERSON	4/1/2024	03/24 - 6TH GRADE FIELD TRIP	375.00
P051632	MOULTON NIGUEL WATER 3586	4/1/2024	AMAZON - PIE TINS, TARGET - COOKING POT	124.51
P051633	CAPISTRANO UNIFIED SCHOOL DISTRICT	4/1/2024	02/19/24-03/18/24 - WATER SERVICES	263.85
P051634	MUSEUM OF TOLERANCE	4/1/2024	05/15/23-07/24/23 - WATER USE	1,615.85
2526M	CR&R INCORPORATED	4/8/2024	04/24 - 8TH GRADE MUSEUM ADMISSION	636.00
2527M	FIRST NATIONAL BANK OF OMAHA	4/9/2024	01/24-02/24 - WASTE & RECYCLING SERVICES	1,209.73
2528M	JOY HALVERSON	4/10/2024	03/24 - CREDIT CARD PURCHASES	8,248.56
1006527	STRATEGIC KIDS, LLC	4/15/2024	REIM011824JH	1,691.68
1006528	QUADIENT FINANCE USA, INC.	03/24	INSTRUCTIONAL AIDES & SUBSTITUTE TEACHERS	25,756.60
A016295	EARTHROOTS FIELD SCHOOL, INC.	4/15/2024	03/24 - POSTAGE METER RENTAL & POSTAGE	173.80
A016296	GOTO COMMUNICATIONS, INC	4/15/2024	03/24 - ECO-LITERACY INSTRUCTION	2,277.78
A016297	VERIZON WIRELESS	4/15/2024	04/24 - PHONES	830.83
A016298	GREAT AMERICAN INSURANCE CO	4/15/2024	02/26/24-03/25/24 - PHONE & HOTSPOT FOR FACULTY USE	72.36
A016299	YOUNG, MINNEY & CORR, LLP	4/15/2024	03/24 - INSURANCE PREMIUM	1,998.29
A016300	OC DAVOC ENTERPRISES, INC.	4/15/2024	03/24 - LEGAL SERVICES	2,614.00
A016301	OC DAVOC ENTERPRISES, INC.	4/15/2024	03/24 - JANITORIAL SERVICE	8,602.00
A016302	EARTHROOTS FIELD SCHOOL, INC.	4/15/2024	03/24 - PAPER TOWELS, TISSUE, LINERS, ETC	1,309.18
A016303	PROCOPIO, CORY, HARGREAVES & SAVITCH, LLP.	4/15/2024	04/24 - ECO-LITERACY INSTRUCTION	2,277.78
E014662	CLIFTON LARSON ALLEN LLP	4/15/2024	03/24 - LEGAL SERVICES	3,120.00
E014663	CAPISTRANO UNIFIED SCHOOL DISTRICT	4/15/2024	04/24 - EXEMPT TAX FILINGS PREPARATION	3,150.00
P052235	BROWN SHEEP CO., INC.	4/15/2024	09/18/23-10/23/23 - WATER USE	1,304.54
P052236	STRATEGIC KIDS, LLC	4/15/2024	YARN	495.24
P052237	SOUTHERN CALIFORNIA EDISON	4/15/2024	03/24 - ELOP LEAD & INSTRUCTORS	4,670.00
P052238	SHELLEY KELLEY	4/15/2024	02/29/24-03/31/24 - ELECTRIC	5,104.03
P052239	AVERY NUNN	4/15/2024	RALPHS - SPRING CONCERT FLOWERS	109.84
2529M	CR&R INCORPORATED	4/16/2024	03/24 - GUEST SPEAKER	100.00
2530M	RAYMOND D CATTOUSE	4/17/2024	03/24 - WASTE & RECYCLING SERVICES	618.38
2531M	SARAH KANDEL	4/17/2024	04/24 - DJ SERVICE FOR SCHOOL DANCE	460.00
1006529	EXCELLENT EDUCATION DEVELOPMENT	4/19/2024	REIM092823SK	30.00
1006530	COX COMMUNICATIONS	4/22/2024	03/24 - MANAGEMENT CONTRACT FEE & PAYCHEX FEES	12,088.89
E014778	ALPINE FRESH USA	4/22/2024	04/08/24-05/07/24 - INTERNET & TELECONNECT FUND	168.12
E014779	DEPARTMENT OF JUSTICE	4/22/2024	03/24 - BOTTLED WATER SERVICE	412.00
E014780	CAPISTRANO UNIFIED SCHOOL DISTRICT	4/22/2024	03/24 - FINGERPRINTS	752.00
P052562	QUADIENT LEASING USA, INC.	4/22/2024	COPY PAPER, BINDERS, COMPRESS	1,681.20
P052563	TARA HAMILTON	4/22/2024	HOT/COLD, ETC	129.27
P052564	BRANDON WICKES	4/22/2024	03/22/24-06/21/24 - POSTAGE METER LEASE	129.27
P052565	SCHOOL DANCE	4/22/2024	COSTCO - DRINKS, NAPKINS & FOOD FOR	391.61
	WHOLE FOODS - COOKING CLASS GROCERIES	4/22/2024		237.09

**Journey School
Check Register
For the Month Ending April 30, 2024**

Check #	Vendor Name	Date	Description	Amount
P052566	BEN HUGHES	4/22/2024	AIM MAIL CENTERS - FINGERPRINTS	40.97
P052567		4/22/2024	MCKINNEY VENTO - MILEAGE	203.68
			CUSTOM INK - TRACK MEET SHIRTS & AMAZON -	
P052568	JOY HALVERSON	4/22/2024	MEDALS	1,956.99
P052569	ANGEL BROWNING	4/22/2024	AMAZON - SCHOOL DANCE DECOR & SUPPLIES	545.28
2532M	GUARDIAN	4/24/2024	05/24 - HEALTH PREMIUM	2,306.51
2533M	COLONIAL LIFE	4/24/2024	05/24 - INSURANCE PREMIUM	622.89
1006531	GAVIN KELLER	4/29/2024	CCSA CONFERENCE - MILEAGE	98.09
	CAPISTRANO UNIFIED SCHOOL		05/24 - RENT, SPED ENCROACHMENT &	
1006532	DISTRICT	4/29/2024	OVERSIGHT FEE	41,064.67
E014897	ULINE	4/29/2024	(6) PATIO UMBRELLAS & STANDS	2,151.07
E014898	ADVANCED OFFICE	4/29/2024	04/23/24-05/22/24 - COPIER LEASE	675.51
			CASPERS PARK - 3RD GRADE CAMPOUT	
P052952	RITA KANDEL	4/29/2024	FIREWOOD	40.00
P052953	LINDSEY PONZO	4/29/2024	COSTCO - SCHOOL DANCE FOOD	214.42
			BROWNE'S FLOWERS - FLOWERS FOR SCHOOL	
P052954	NICOLA WELLNER	4/29/2024	AUCTION	629.26
P052955	MOULTON NIGUEL WATER 3586	4/29/2024	03/18/24-04/15/24 - WATER SERVICES	220.70
P052956	JEANNIE LEE	4/29/2024	SHANE BROWN - PLANTS	30.00
P052957	UNITED HEALTHCARE	4/29/2024	05/24 - HEALTH PREMIUM	20,357.00
P052958	MOULTON NIGUEL WATER 3587	4/29/2024	03/18/24-04/15/24 - WATER SERVICES	184.99
			FY23-24 - WORKERS COMPENSATION PREMIUM	
P052959	MARSH & MCLENNAN AGENCY LLC	4/29/2024	(10 OF 10)	3,150.00
			LAS GOLONDRINAS - FOOD FOR DANCE,	
P052960	INDIA ARNOLD	4/29/2024	WALGREENS - BATTERIES	338.32
P052961	KRISTIN RAFA	4/29/2024	TRADER JOE'S - FOOD FOR SCHOOL DANCE	72.61
			AMAZON - BRACELETS, MICROPHONES FOR	
P052962	ANGEL BROWNING	4/29/2024	DANCE	35.80
	CAPISTRANO UNIFIED SCHOOL			
P052963	DISTRICT	4/29/2024	10/16/23-11/19/23 - WATER USE	727.92
P052987	PAUL PHILLIPS	4/29/2024	HOME DEPOT - WOOD, JOANN - GLUE,	88.27
P052988	FRANCES MARR	4/29/2024	04/24-05/24 - DANCE CALLING SERVICES	750.00
Total				246,887.38