## Blue Oak Charter School 450 W. East Avenue, Chico, CA 95926 CHARTER COUNCIL REGULAR MEETING

Join Zoom Meeting

https://us06web.zoom.us/j/83882810720?pwd=Wkh0M1hIejNCOU9Lb0Jsalc5OStHZz09

Meeting ID: 838 8281 0720

Passcode: t39y2H

#### Tuesday, June 20th, 2023 - 6:00 PM

Vision: To be a model for successful education of the whole child. Mission: To nurture and deepen each child's academic and creative capacities using methods inspired by Waldorf education in a public school setting.

**Notice:** Any person with a disability may request the agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting at, 450 W. East Ave., Chico, CA or by calling (530) 879-7483 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday (at least 48 hours before the meeting). All efforts will be made for reasonable accommodations.

**Update:** On September 16, 2021, Governor Gavin Newsom signed Assembly Bill 361 (AB 361) into law which allows public agencies to continue to conduct meetings remotely during the COVID-19 pandemic and other proclaimed emergencies. This means there will be no specific physical meeting place; the meeting will be held remotely. Public participation continues to be welcomed and encouraged to those who join via Zoom and raise their hand. The chat bar will not be available to the public during the Zoom meetings to support the sanctity of the meeting.

Blue Oak Charter Council (BOCC) may tape, film, stream, or broadcast any open BOCC Meeting. The BOCC Chair may announce that a recording or broadcasting is being made at the direction of BOCC members and that the recording or broadcast may capture images and sounds of those attending the meeting. Any BOCC recording may be erased or destroyed 30 days after the meeting. All times noted on the agenda are approximate and listed solely for convenience. The Board may hear items earlier or later than is noted and may move the order of agenda items.

#### The Blue Oak Charter Council reserves the right to take action on any item on the agenda.

#### AGENDA

### **OPEN SESSION - 6:00 PM**

### 1. **OPENING**

1.1. Call Meeting to Order

1.2. Roll Call of Council Members and Establish Quorum

1.3. Invocation - School Verse Read

"This is our school, May peace dwell here, May the rooms be full of contentment. May love abide here, Love of one another, Love of our school, and Love of life itself. Let us remember that as many

hands build a house, So many hearts build a school."

- 1.4. Agenda Modifications
- 1.5. Audience to Address the Council

This is an opportunity for members of the community to address the committee concerning items not on the agenda. Persons addressing the Committee will be allowed a maximum of three (3) minutes for their presentation. The chair may establish a maximum speaking time for any item. Persons may not yield their time to another speaker (Gov. Code § 54954.3)

## 2. CONSENT AGENDA

- 2.1. Approve Minutes from May 16th, 2023
- 2.2. Point of Sale Transactions/Check Register
- 2.3. Credit Card Statement
- 2.4. Accept Offers of Employment
- 2.5. Accept Employee Resignations
- 2.6. Approve Overnight Field Trip

## 3. FACULTY

3.1. Grade Level Report

## 4. GOVERNANCE

- 4.1. Finance Committee Report
- 4.2. Parent Council Report
- 4.3. Facilities Report
- 4.4. BOCC Applications
  - 4.4.1. Donna Kreskey, Community Seat
  - 4.4.2. Laurel Hill-Ward, Community Seat
- 4.5. Policy Review
  - 4.5.1. Homeless Education Policy
  - 4.5.2. Parent Involvement Policy
- 4.6. Contracts
  - 4.6.1. Data Services Agreement
  - 4.6.2. E-Therapy
  - 4.6.3. Family First
  - 4.6.4. School Nurse MOU
- 4.7. School Lunches Plan
- 4.8. BOCC Meeting Dates 23/24
- 4.9. Guidance on Removal of Instruction or Instructional Materials
- 4.10. School Budget 23/24
- 4.11. EPA Plan 23/24
- 4.12. Instructional Minutes 23/24
- 4.13. Local Control and Accountability Plan 23/24 LCAP Public Hearing (§ 52062)

## 5. ADMINISTRATION

- 5.1. Executive Director's Report
  - 5.1.1. Reorganization of Support Staff
  - 5.1.2. Expanded Learning
  - 5.1.3. CA Community School Grant
- 6. CLOSED SESSION
  - 6.1. Executive Director Evaluation
    - Public Employee Performance Evaluation (§54957)
  - 6.2. Student Discipline Suspension or Expulsion (§48918)
- 7. NEXT MEETING Tuesday, July 18th, 2023 at 6:00PM
- 8. ADJOURNMENT

Sarah Lee & Nick Meier

Trisha Atehortua Kristen Woods

Susan Domenighini

# **Business Checking – XXXXX0889**

## Search transactions

Activity: Date range; Start date: May 01, 2023; End date: May 31, 2023; Type: Debits

# Transactions

② Pending	Posted			
Date 💂	Description ≎	Debit 🗘	Credit ≎	Balance
May 31, 2023	<u>Check 11568</u>	51,500.00		
May 31, 2023	<u>Check 11562</u>	2,582.79		
May 31, 2023	<u>Check 11570</u>	807.38		
May 31, 2023	<u>Check 11566</u>	565.69		
May 31, 2023	<u>Check 11553</u>	500.00		
May 31, 2023	Check 11572	49.00		
May 31, 2023	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	1,734.69		
May 31, 2023	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	807.26		
May 30, 2023	<u>Check 11550</u>	2,764.84		
<ul> <li>May 30, 2023</li> </ul>	<u>Check 11558</u>	1,111.32		
May 30, 2023	<u>Check 11552</u>	107.55		
May 30, 2023	<u>Check 11548</u>	97.98		
May 30, 2023	ACH Payment IRS USATAXPYMT	12,417.26		
<ul> <li>May 30, 2023</li> <li>Emplate</li> </ul>	ACH Payment BENEFIT RESOURCE BRI XFER e Medical FSA	754.00		
<ul> <li>May 26, 2023</li> </ul>	ACH Payment BLUE OAK CHARTER PAYROLL	44,847.86		
<ul> <li>May 26, 2023</li> </ul>	ACH Payment BLUE OAK CHARTER PAYROLL	21,422.26		
May 26, 2023	ACH Payment BLUE OAK CHARTER PAYROLL	6,846.17		
May 26, 2023	ACH Payment BLUE OAK CHARTER PAYROLL	6,577.95		
<ul> <li>May 26, 2023</li> </ul>	ACH Payment BLUF OAK CHARTER PAYROL	3 939 80		

۲	May 25, 2023	<u>Check 11557</u>	6,795.26	
6	May 25, 2023	ACH Payment ASSET FINANCE ACH0525	162.38	
۲	May 19, 2023	<u>Check 11549</u>	42.93	
۵	May 18, 2023	<u>Check 7340</u>	35.00	
۲	May 18, 2023	ACH Payment TIAA, FSB TIAA Copter: Leases	298.77	
0	May 17, 2023	ACH Payment BENEFIT RESOURCE BRI XFER	134.00	
۲	May 16, 2023	ACH Payment AMEX EPAYMENT ACH PMT Avoid Late Printe	69.00	
۵	May 15, 2023	ACH Payment CALPERS 3100	15,909.49	
۲	May 15, 2023	ACH Payment CALPERS 3100	4,438.63	
0	May 15, 2023	ACH Payment BLUE OAK CHARTER PAYMENTS	497.75	
۲	May 15, 2023	ACH Payment ASSET FINANCE ACH0515	324.75	
۲	May 15, 2023	ACH Payment BENEFIT RESOURCE BRI XFER Employee Medical FSA	104.00	
۲	May 12, 2023	<u>Check 11536</u>	106.91	
۵	May 12, 2023	<u>Check 11473</u>	75.00	
۲	May 12, 2023	ACH Payment PAYPAL INST XFER INSTANT TRANSFER Prof. Dev. Pmt-(cance on Next	200.00 Hed Later	) nt
۲	May 11, 2023	<u>Check 11540</u>	2,218.58	
۲	May 11, 2023	<u>Check 11541</u>	23.92	
۲	May 11, 2023	ACH Payment IRS USATAXPYMT	6,458.34	
۲	May 11, 2023	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	462.54	
۲	May 11, 2023	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	306.60	
۲	May 10, 2023	<u>Check 11547</u>	6,700.00	
۲	May 10, 2023	<u>Check 11545</u>	105.91	
۲	May 10, 2023	ACH Payment BLUE OAK CHARTER PAYROLL	18,798.49	
۲	May 10, 2023	ACH Payment BLUE OAK CHARTER PAYROLL	6,657.54	

۲	May 09, 2023	<u>Check 11546</u>	1,590.57
۵	May 09, 2023	<u>Check 70172</u>	689.39
0	May 09, 2023	<u>Check 70171</u>	524.67
0	May 09, 2023	<u>Check 70170</u>	349.78
۲	May 09, 2023	<u>Check 70169</u>	174.89
۲	May 09, 2023	<u>Check 11530</u>	47.50
٥	May 08, 2023	<u>Check 11544</u>	79.63
۵	May 05, 2023	<u>Check 11538</u>	711.39
0	May 05, 2023	<u>Check 11531</u>	295.00
۲	May 05, 2023	<u>Check 11543</u>	49.00
۵	May 03, 2023	<u>Check 11542</u>	3,583.73
۲	May 03, 2023	<u>Check 11537</u>	338.90
۵	May 03, 2023	<u>Check 11539</u>	296.00
٠	May 03, 2023	ACH Payment SPRINT8006396111 ACHBILLP WTFEKELH7H7XFRQX School EMerge	
۵	May 02, 2023	<u>Check 11534</u>	1,870.00
۵	May 01, 2023	<u>Check 11517</u>	786.00
٩	May 01, 2023	<u>Check 11513</u>	30.00
۲	May 01, 2023	ACH Payment CALPERS 3100	15,908.62
۲	May 01, 2023	ACH Payment CALPERS 3100	4,414.99

	HARTER SCH		Customer Corre	p. 1/8
Closing Date Account End	05/19/23 Next Closing Da	ate 06/18/23	Customer Care: TTY: Website: am	1-800-521-612 Use Relay 71 hericanexpress.cor
New Balance		\$14,137.18	Membership Rewards Available and Pending as of 0	s <sup>®</sup> Points 14/30/23
Minimum Paym	ent Due	\$415.00	For up to date point balance a details, visit <b>membershiprew</b>	
Payment Due Da	ate	06/13/23	Account Summary	
the Payment Due Date	: If we do not receive your Mi of 06/13/23, you may have to ay be increased to the Penalty A	pay a late fee of up to	Previous Balance Payments/Credits New Charges Fees Interest Charged	\$6,795.26 -\$69.00 +\$7,134.84 +\$39.00 +\$237.08
Minimum Payment Warni you will pay more in interes	<b>ng:</b> If you make only the minim it and it will take you longer to p	um payment each period, oay off your balance. For	New Balance Minimum Payment Due	\$14,137.18 \$415.00
Fyou make no additional harges and each month ou pay	You will pay off the balance shown on this statement in about	And you will pay an estimated total of	Credit Limit Available Credit	\$25,000.00 \$10,862.82
Only the Minimum Payment Due	24 years	\$35,591	Days in Billing Period: 31	
\$556	3 years	\$20,004 (Savings = \$15,587)	-	
you would like informatio	n about credit counseling servio	ces, call 1-888-733-4139.		
See page 2 for important	information about your account.			
Please refer to the IN page 7.	IPORTANT NOTICES section	non		

ase fold on the erforation below, detach and return with your payment  $\,4$ 



" attorna

Payment Coupon
 Do not staple or use paper clips

SUSAN DOMENIGHINI BLUE OAK CHARTER SCH BLUE OAK CHARTER SCH 450 W EAST AVE CHICO CA 95926





#### Account Ending 8-41000

Enter 15 digit account # on all payments. Make check payable to American Express.

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Payment Due Date <b>06/13/23</b>
New Balance <b>\$14,137.18</b>
Minimum Payment Due <b>\$415.00</b>

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS PO BOX 60189 CITY OF INDUSTRY CA 91716-0189

. . **Amount Enclosed** 

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Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. The method we use to calculate the ADB and interest results in daily compounding of interest.

Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on balance transfers (unless otherwise disclosed) beginning on the transaction date. You can avoid paying interest on the Amount Above the Credit Limit by paying your Minimum Payment Due before the closing date of the month in which it is due. See your Cardmember Agreement for further details.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will charge a fee of 2.70% of the converted US dollar amount. We will choose a conversion rate that is acceptable to us for that date, unless a

particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

**Credit Balance:** A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

#### **Billing Dispute Procedures**

What To Do If You Think You Find A Mistake On Your Statement If you think there is an error on your statement, write to us at: American Express, PO Box 981535, El Paso TX 79998-1535

In your letter, give us the following information:

- Account information: Your name and account number.

- Dollar amount: The dollar amount of the suspected error.

- Description of Problem: Describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.

- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things: 1. Within 30 days of receiving your letter, we will tell you that we received

your letter. We will also tell you if we have already corrected the error. 2. We will investigate your inquiry and will either correct the error or

explain to you why we believe the bill is correct. While we investigate whether or not there has been an error:

We will not try to collect the amount in question.
The charge in question may remain on your statement, and we may

continue to charge you interest on that amount. - While you do not have to pay the amount in question, you are responsible

for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen: - If we made a mistake: You will not have to pay the amount in question or

any interest or other fees related to that amount. - If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

#### **Pay Your Bill with AutoPay**

Deduct your payment from your bank account automatically each month.

- Avoid late fees

- Save time

Visit americanexpress.com/autopay today to enroll.

#### Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo

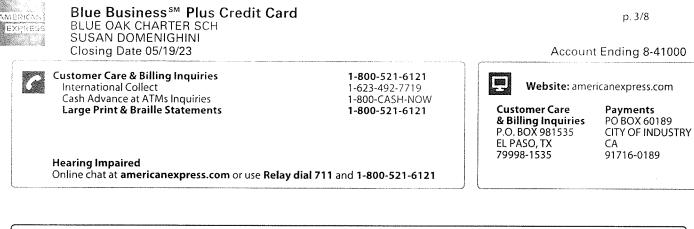
- Via mobile device

- Voice automated: call the number on the back of your card

For name, company name, and foreign address or phone changes, please call Customer Care

#### Please do not add any written communication or address change on this stub

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



#### Payments and Credits

Summary

	Total
Payments	-\$69.00
Credits	\$0.00
Total Payments and Credits	-\$69.00

Payments		Amount
05/15/23*	ONLINE PAYMENT - THANK YOU	-\$69.00

New Charges	
Summary	
	Total

**Total New Charges** 

Det	ail		 	
0	SUSAN DOMENIGHINI			

Card Ending 8-41000

				Amount
04/19/23	NORTHERN STAR MILLS 630778339769936 NORTHERNSTARMILLS@ATT.NET MAY FAIRE SU	CHICO PPLIES	CA	\$77.62
04/21/23	AMAZON MARKETPLACE NA PA BOOK STORES TESTING SUPPLIE	AMZN.COM/BILL	WA	\$157.48
04/24/23	OREGON SHAKESPEARE F	ASHLAND	OR	\$270.00
04/25/23	BAUDVILLE INC.	GRAND RAPIDS	MI	\$107.14
04/27/23	SP LITTLE RED HEN	CHICO	CA	\$18.52
04/27/23	STAMPS.COM	855-889-7867	CA	\$17.99
05/02/23	AMAZON.COM	AMZN.COM/BILL	WA	\$191.51
05/02/23	PUB PRINTING	WATERLOO FICE EXPENSE	NE	\$60.88
05/02/23	SCHOOL SPECIALTY ECOMM 1033786117 54942 OPFICE EXPENSE	GREENVILLE	WI	\$101.80
05/03/23	DHARMA TRADING CO 0404 707-283-0390 FLYAWAN SUPPLIES	PETALUMA	СА	\$1,087.70
	04/21/23 04/24/23 04/25/23 04/27/23 04/27/23 05/02/23 05/02/23	NORTHERNSTARMILLS@ATT.NET MAY FAIRE SW 04/21/23 AMAZON MARKETPLACE NA PA BOOK STORES TESTING SUPPLIE 04/24/23 OREGON SHAKESPEARE F 5414822111 FIELD TRIP DEPOSIT 04/25/23 BAUDVILLE INC. 800-728-0888 TEACHER MILESTONE 04/27/23 SP LITTLE RED HEN +15308941311 TEACHER MILESTONE 04/27/23 STAMPS.COM 0478224965 95926 POSTAGE MONTH 05/02/23 AMAZON.COM MERCHANDISE PORTABLE PASYSTEM 05/02/23 PUB PRINTING +14027794696 COOL SCHOOL STUDIOS - DF 05/02/23 SCHOOL SPECIALTY ECOMM 1033786117 54942 OFFICE EXPENSE 05/03/23 DHARMA TRADING CO 0404	NORTHERNSTARMILLS@ATT.NET       MAY FAIRE SUPPLIES         04/21/23       AMAZON MARKETPLACE NA PA       AMZN.COM/BILL         BOOK STORES       TESTING SUPPLIES         04/24/23       OREGON SHAKESPEARE F       ASHLAND         5414822111       FIELD TRIP DEPOSIT         04/25/23       BAUDVILLE INC.       GRAND RAPIDS         800-728-0888       TEACHER MILESTONE         04/27/23       SP LITTLE RED HEN       CHICO         +15308941311       TEACHER MILESTONE         04/27/23       STAMPS.COM       855-889-7867         04/27/23       STAMPS.COM       855-889-7867         04/227/23       STAMPS.COM       MZN.COM/BILL         MERCHANDISE       PORTABLE PASYSTEM       OS/02/23         05/02/23       PUB PRINTING       WATERLOO         +14027794696       COOL SCHCOL STUDIOS - OFFICE EXPENSE         05/02/23       SCHOOL SPECIALTY ECOMM       GREENVILLE         1033786117 54942       OFFICE EXPENSE       05/02/23         05/02/23       DHARMA TRADING CO 0404       PETALUMA	NORTHERNSTARMILLS@ATT.NET       MAY FAIRE SUPPLIES         04/21/23       AMAZON MARKETPLACE NA PA       AMZN.COM/BILL       WA         BOOK STORES       TESTING SUPPLIES       WA         04/24/23       OREGON SHAKESPEARE F       ASHLAND       OR         5414822111       TELD TRIP DEPOSIT       OR         04/25/23       BAUDVILLE INC.       GRAND RAPIDS       MI         800-728-0888       TEACHER MILESTONE       OL         04/27/23       SP LITTLE RED HEN       CHICO       CA         04/27/23       STAMPS.COM       855-889-7867       CA         04/27/23       STAMPS.COM       AMZON.COM       AMZN.COM/BILL       WA         05/02/23       AMAZON.COM       AMZN.COM/BILL       WA         05/02/23       PUB PRINTING       WATERLOO       NE         05/02/23       PUB PRINTING       WATERLOO       NE         05/02/23       SCHOOL SPECIALTY ECOMM       GREENVILLE       WI         033786117 54942       OFFICE EXPENSEE       05/02/23       DHARMA TRADING CO 0404       PETALUMA       CA

\$7,134.84

05/04/23         POSTALPLUS 930553410008320         CHICO         CA         161.65           05/05/23         MYBINDINGCOM 064         HILLSBORD         OR         177.15           05/05/23         AMAZON MORE         FALULTY         SUPPLIES         998000075639 95926           05/05/23         AMAZON COM         AMZN.COM/BILL         WA         \$91.96           05/05/23         AMAZON MARKEPLACEN PA         AMZN.COM/BILL         WA         \$29.22           05/06/23         AMAZON MARKEPLACEN PA         AMZN.COM/BILL         WA         \$28.93           05/10/23         SP LITTLE RED HEN         CHICO         CA         \$23.10           11/23         BLS*SACWALWORF         CHICO         CA         \$93.9           05/11/23         BLS*SACWALWORF         FAR OAKS         CA         \$650.00           05/11/23         BLS*SACWALWORF         FAR OAKS         CA         \$19.43           05/11/23         BLS*S					Amount
2       998000075639 95926         PHOTOGRAPHIC/EQUIP/SPL       200/2         05/05/23       AMAZON COM         AMAZON MARKETPLACE NA PA       AMZN.COM/BILL         VAMAZON MARKETPLACE NA PA       AMZN.COM/BILL         VA       \$28.93         BOOK STORES       CHICO         CA       \$23.10         VAMAZON MARKETPLACE NA PA       AMZN.COM/BILL         VA       \$9.39         DOS/10/23       SPLITTLE RED HEN         CHICO       CA         VAMAZON MARKETPLACE NA PA       AMZN.COM/BILL         VA       \$9.39         DOS/11/23       BLS*SCONVENEE         VAMAZON MARKETPLACE NA PA       AMZN.COM/BILL         VAMAZON MARKETPLACE NA PA       AMZN.COM/BILL         VAMAZON MARKETPLACE NA PA       AMZN.COM/BILL         VAMAZON MARKETPLACE NA PA       AMZN	05/04/23		CHICO	СА	\$61.65
2         05/05/23         AMAZON COM MERCHANDISE         AMAZON COM/BILL         WA         \$91.98           2         05/06/23         AMAZON MARKETPLACE NA PA BOOK STORES         CLIPES COM SUPPLIES         (S. LUHETTTEESEY)         \$29.22           05/06/23         AMAZON MARKETPLACE NA PA BOOK STORES         CLIPES COM SUPPLIES         (S. LUHETTTEESEY)         \$28.93           05/06/23         AMAZON MARKETPLACE NA PA AMZN.COM/BILL         WA         \$28.93           05/10/23         SPLITTE RED HEN +15308941311         CHICO         CA         \$23.10           2         05/10/23         SPLITTE RED HEN +15308941311         CHICO         CA         \$94.72           05/11/23         AMAZON MARKETPLACE NA PA AMZN.COM/BILL         WA         \$9.39           05/11/23         AMAZON MARKETPLACE NA PA AMZN.COM/BILL         WA         \$9.39           05/11/23         BLSYSACWALWORF SCHOOL         K. COOLEN         ROPPLIES         FAR OAKS         CA         \$650.00           05/11/23         BLSYSACWALWORF         ROCKLIN         CA         \$23.10         \$19.48           05/11/23         BLSYSACWALWORF         ROCKLIN         CA         \$23.10         \$13.52.67           05/11/23         HOLDAY INN EXPRESS HSAO         ASHLAND         OR         \$1		998000075639 95926		OR	\$77.15
2       05/06/23       AMAZON MARKETPLACE NA PA       AMZN.COM/BILL       WA       \$29.22         05/06/23       AMAZON MARKETPLACE NA PA       AMZN.COM/BILL       WA       \$28.93         05/06/23       SPUITLE RED HEN       CHICO       CA       \$23.10         05/06/23       SPUITLE RED HEN       CHICO       CA       \$23.10         05/10/23       SPUITLE RED HEN       CHICO       CA       \$939         05/10/23       SPUITLE RED HEN       CHICO       CA       \$939         05/11/23       SPUITLE RED HEN       CHICO       CA       \$939         05/11/23       SPUITLE RED HEN       CHICO       CA       \$939         05/11/23       BUSMARKETPLACE NA PA       AMZINCOM/BILL       WA       \$1939         05/11/23       BUSMARKETPLACE NA PA       AMZINCOM/BILL       WA       \$1939         05/11/23	2 05/05/23	AMAZON.COM	AMZN.COM/BILL	WA	\$91.98
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	Fees				
05/13/23 Late Payment Fee \$39.00					Amount
	05/13/23	Late Payment Fee	······		\$39.00

Interest Charged

		Amount
05/19/23	Interest Charge on Purchases	\$0.19



#### **Interest Charged Continued**

		Amount
05/19/23	Interest Charge on Promotional Balances	\$236.89
Total Interest Charged for this Period		\$237.08

#### About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2023 Fees and Interest Totals Year-to-Date	
	Amount
Total Fees in 2023	\$74.00
Total Interest in 2023	\$356.67

#### **Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

-	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	29.99% (v)	\$7.62	\$0.19
Introductory Purchase Rate Expires 12/19/2023 then will go to 18.24% (v)	29.99% (v)	\$9,296.18	\$236.89
Total			\$237.08
(v) Variable Rate			

## Agenda Item: Accept Offers of Employment

## Prepared by: <u>Alexandra Archer</u>

## Charter Council Date: 06/20/2023

## **Background Information:**

Blue Oak would like to accept the following Offers of Employment:

- Ashley Angel, School Counselor
- Debora Cole, Spanish Teacher
- Haley Gardner, 2nd Grade Teacher

## Agenda Item: Accept Employee Resignations

## Prepared by: <u>Alexandra Archer</u>

Charter Council Date: 06/20/2023

## **Background Information:**

Blue Oak would like to accept the following employee resignations:

• Amber Bass, Wellness Coordinator

## Agenda Item: Overnight School Field Trip

## Prepared by: <u>Alexandra Archer</u>

## Charter Council Date: 06/20/2023

## **Background Information:**

Blue Oak would like to approve the following overnight field trips:

- Kendra Cooley's Class Point Reyes Hostel
  - Location: Point Reyes Station, CA
  - Dates: 04/23/2024 to 04/26/2024



# Faculty Field Trip Request Form

This form is due to the Executive Assistant 5 or more weeks in advance for all field trips (day, overnight and walking). Overnight Field Trips will also need Charter Council approval. To get your overnight trip request on the BOCC agenda for approval, submit this form to the Executive Assistant by the first Tuesday of the month no less than 5 weeks prior to your trip. All trips are not approved until confirmation is received from the Admin.

Faculty Name: My. Cooley 8th
Number of students attending: <u>all</u> <u>Point</u> Reyes
Number of students attending: <u>all</u> List of chaperones (required): <u>+bd</u> <u>Hostel</u>
tios tor 3nights 2 lobges capacity for 34 guests Deposit \$2,250
Who is responsible for the cost: $\Box$ Student Cost per student: $\Box$ School $\Box$ Class Funds
Departure Site: Blue Oak Charter April 232024 Destination Site: Point Reyes Hostel April 232024 Destination Site: Point Reyes Hostel April 232024 Date: Time: 8:00 Date: Time: 11:00
Return Site: Rever Oak Charter ABile: 26 2029 Time: 2:00pm
Return Site: <u>Blue</u> , <u>Oak Charter</u> Abil <u>26 2024</u> Time: <u>2:00pm</u> Method of transportation: <u>Parent Driver's</u> <u>B-Line Bus</u> <u>Other (ferny/bart</u>
How does the field trip relate to the curriculum? / NGSS science ecology environment
Teacher's Signature: Kench Cong Date: 6/1/2023
Administrator's Signature: Date:
BOCC Approval Date (if required):

# Facility Status Update

June 2023

- The decision was made to move away from developing the new site. The conflict within the community and the size of the property were contributing factors.
- CRESA has provided information on four new potential sites. Two look promising.
- Turner Impact is leaving the charter school building arena. We are interviewing other potential partners to fill that role.
- The Charter Council has asked that a letter be drafted to Chico Unified to request Blue Oak be included in the facility planning process.
- Our move date is now July 2025



# **BLUE OAK SCHOOL**

Charter Council Application Please complete this application and read through the additional information attached.

Name: Donna Kreskey	Date: 5-31-23	
Email: donna. Kreskey @ gmail. com	Phone: <u>(530) 488 - 9</u> 83]	
Address: 13351 Oak Rauch Un. Chico, Ct	4 9 5973	
Are you applying for a Community Seat or Parent Seat? <u>Community Seat</u>		
How did you learn of this opportunity? <u>Alicia Trider</u>		
Are you related to anyone who works at Blue Oak? <u>NO</u>		

#### Please attach the following:

- A bio paragraph of your top five strengths, which are most applicable to your role as a Charter Council member. You may use the following questions to help you create your paragraph. This will be used as your biography and published to our Blue Oak community.
  - Do you have experience with the management or oversight of a business?
  - Do you have experience with financial and/or budget management?
  - Do you have experience working collaboratively with others?
  - Have you ever served on any other non-profit board?
  - Do you have any experience with fundraising or grant writing?
- Brief Resume
- Photo image (large enough to be displayed i.e. 5x7 image)

Applications should be emailed to the Executive Assistant (<u>alexarcher@blueoakcharterschool.org</u>) by no later than Friday, May 19th.

As a Charter Council member for Blue Oak, my knowledge of and skill in data driven consultation and collaboration will be invaluable. A teacher and school psychologist by training, I routinely build teams and work as part of those teams to improve outcomes for students in cost effective ways. For example, my school district purchased a computer-based reading intervention program, but teachers I collaborated with reported disappointing student outcomes in the classroom. Their students were able to read intervention program materials but could not read grade level classroom texts or library books. Together, the teachers and I collected data to investigate their concerns about the program. The data we collected demonstrated that the intervention program was not working for the majority of our students. We shared our data with the district, and the district was able to end our contract with the company and obtain "replacement seats" at no cost to the district as reimbursement for students who did not progress in the program. I look forward to working with the Charter Council to support the success of the Blue Oak School community.

## **DONNA DEVAUGHN KRESKEY**

13351 Oak Ranch Lane Chico, CA 95973 (530) 488-9831 donna.kreskey@gmail.com

#### EXPERIENCE

**Assistant Professor** (August 2015 – present) Department of Psychology, California State University, Chico, CA

**Part Time Instructor** (June 2012 – present) Department of Counseling and Psychological Services, Georgia State University, Atlanta, GA

**School Psychologist** (August 2009 – present & August 2000 – June 2008) Coweta County School System, Newnan, GA

**Pre-Doctoral Intern in School Psychology** (August 2008 – August 2009) Dallas Independent School District, Dallas, TX (APA Accredited)

**Ed.S. Internship in School Psychology** (August 1999 – May 2000) Coweta County School System, Newnan, GA

### **Teacher** (August 1994 – May 1999)

Henry County School System, McDonough, GA

- Language Arts & Social Studies, Gifted, Special Education Stockbridge Middle School, Stockbridge, GA (August 1994 – May 1999)
- **Special Education** (September 1993 May 1994) McDonough Primary School, McDonough, GA
- **Special Education** (September 1990 September 1993) Henry County High School, McDonough, GA

#### EDUCATION

Ph.D. in School Psychology (May 2012)
Ed.S. in School Psychology (May 2000)
M.Ed. in School Psychology (August 1998)
Georgia State University, Atlanta, GA

### B.S. in Education (December 1990)

University of Alabama, Tuscaloosa, AL

### **CERTIFICATION AND LICENSURE**

California Licensed Educational Psychologist #3881 (valid through 1-31-23)

California PPS Credential #160211557 (School Psychology; valid through 10-1-26)

Georgia Licensed Psychologist **#PSY003801** (valid through 12/31/24)

Nationally Certified School Psychologist #42217 (valid through 6/30/24)



Charter Council Application

Please complete this application and read through the additional information attached.

Name:Laurel Hill-Ward	Date:06/02/2023		
Email:laurelhillward1@sbcglobal.net	Phone:(530) 990-5134		
Address:29 No Way, Chico, CA 95928			
Are you applying for a Community Seat or Parent Seat?Community Seat			
How did you learn of this opportunity?Susan Domenighini			
Are you related to anyone who works at Blue Oak?No			

### Please attach the following:

- A bio paragraph of your top five strengths, which are most applicable to your role as a Charter Council member. You may use the following questions to help you create your paragraph. This will be used as your biography and published to our Blue Oak community.
  - Do you have experience with the management or oversight of a business?
  - Do you have experience with financial and/or budget management?
  - Do you have experience working collaboratively with others?
  - Have you ever served on any other non-profit board?
  - Do you have any experience with fundraising or grant writing?
- Brief Resume
- Photo image (optional)

Applications should be emailed to the Executive Assistant (<u>alexarcher@blueoakcharterschool.org</u>) by no later than Friday, May 19th.

### Blue Oak School Charter Council Application

Laurel Hill-Ward 29 No Way Chico, CA 95988 (I reside in both Chico and Willows as dictated by my work and personal needs)

I'm applying for a Community Seat on the Blue Oak School Board.

I'm currently on the Blue Oak School Board.

I am not related to anybody who works at Blue Oak.

My background is in education, including teaching students with disabilities and junior high and high school students with behavioral issues. I served on the Willows Unified School District Board of Trustees for 8 years, and our board was very diverse, requiring effort to reach consensus. I worked in teacher preparation at a university level for 11 years, after which I was the Superintendent-Principal of Stony Creek Unified School District for 5 years, a very small K-12 district. One of my responsibilities in that role was to participate in small to medium grants. All of these experiences prepared me to be a contributing member to the Blue Oak board, ready to part of a board that works collaboratively in the best interests of the students and staff at Blue Oak School.

## Laurel A. Hill Ward

6873 State Highway 162 Willows, CA 95988 (530) 990-5134 laurelhillward1@sbcglobal.net

Education	
California State University, Chico	
Administrative Service Credential, Tier 2	2016
Administrative Services Credential, Tier 1	2012
Master of Arts in Education, Special Education	
Credentials:	
<ul> <li>Multiple Subject, General Education</li> </ul>	1993
Learning Handicapped	
<ul> <li>Severely Handicapped</li> </ul>	
CLAD	
<ul> <li>Resource Specialist Certification</li> </ul>	1995
<ul> <li>Bachelor of Arts, Liberal Studies</li> </ul>	1991

#### Employment

#### Stony Creek Joint Unified School District

#### 2014-2018 Superintendent/Principal

Began position as principal with responsibilities for written reports, including LCAP. Instructional leadership role; conducted regular teachers meetings focused on improving pedagogy. Led teachers in curriculum evaluations for adoption, selected trainings in content areas including CSU, Chico math project. Participated in establishing medical and career pathways at high school level. Responsible for student behavior and attendance program, which lowered suspension rate and increased attendance. Active leadership in community outreach for increased communication with parents and community stakeholders. As superintendent, responsible for ensuring that all mandated reports were completed accurately and in a timely manner (LCAP, WASC, SARC, Perkins, CTE, EASIE, etc.) Wrote several small grants and food service grant resulting in new equipment. Led successful WASC accreditation for maximum possible term of accreditation.

### **Glenn County Office of Education Special Education Teacher 1991-1996**

Co-designed Phoenix Program for students with emotional disorders for students 1<sup>st</sup>-8<sup>th</sup> graders. Taught multiple subjects curriculum with service learning projects; participated in planning and delivery of behavior plans; established highly effective transition program for ED student to general education in elementary, middle and secondary settings.

#### 1996-1997

Recruited to open County Court and Community Day School. Designed program for adjudicated and conduct disordered middle through high school students. Responsible for selecting and purchasing all curriculum and equipment. Taught multiple-grade classroom with primary focus on middle and secondary-aged youth ranging from nonreaders and other low academic skills to typical achievement. Coordinated services for transition, vocational education. Carried out successful service learning projects with direct and indirect services from students by county community day program students and incarcerated youth in juvenile hall, including literacy connection with Head Start Program.

#### California State University, Chico

#### 1999-2011

Distinguished Teacher in Residence: Responsibilities including teacher curriculum & instruction courses; selection and training of support providers; supervision of intern teachers at remote sites throughout Northern California and interface between their administrators and CSU, Chico. Collaborated with other faculty in support of beginning teachers using service learning as effective behavior intervention and teaching strategy; assisted in research and writing; co-designer of training in service learning for teachers of students with mild-to-moderate and moderate-to-severe disabilities. 2001-2011 was non-tenure track faculty member in the Department of Professional Studies in Education promoted to program coordinator in August 2006; responsible for cadre of student teachers in dual credential program. Duties included supervising candidates in classrooms and providing support for their mentor teachers; teaching program courses in curriculum & instruction; orientation of to electronic system for lesson planning and portfolio preparation, placing existing portfolio assessment tool in electronic format using LiveText platform; selection and orientation of cooperating teachers' assisting in preparation of successful CCTC and NCATE accreditation.

#### California State University Courses Taught:

- SPED 343: Overview of Special Education
- SPED 569: Observations in Special Education
- SPED 561: Curriculum & Instruction: Emphasis on Inclusive Settings
- SPED 562: Teaching Science, Social Science & Arts in General and Special Education
- SPED 566: Student Teaching: Multiple Subject
- SPED 531: Student Teaching: Mild/Moderate Disabilities
- SPED 501: Seminar: Special Topics
- SPED 672: Curriculum & Instruction: Students with Mild/Moderate Disabilities
- EDTE 537: Teaching Special Populations: Elementary
- EDTE 534: Teaching Special Populations: Secondary
- EDTE 302: Access and Equity in Education

#### **Publications**

Cepello, M., Davis, T.M., **Hill-Ward, L.** (revised 2006). Service Learning and Special Education: Find out if a career in special education is for you. Brochure developed for TEACH California, Department of Education, Sacramento, CA.

Cepello, M., Davis, T.M., **Hill-Ward, L.** (revised 2004). *Live, Serve, Learning. Become a Special Educator in California*. CalSTAT recruitment brochure, State Improvement Grant.

Cepello, M., Davis, T.M., **Hill-Ward, L.** (revised 2003). Vital lessons for teacher education programs. *Academic Exchange Quarterly*, **7** (2).

C Hill-Ward, L., Cepello, M., Davis, T.M., (2003). <u>Service Learning Video. Vital Lessons for</u> <u>Teacher Education Programs</u> (Video production that accompanies research conducted in Vital Lessons for Teacher Education Programs. Academic Exchange Quarterly, 7 (2).

#### Professional Presentations:

Cepello, M., Davis, T.M., **Hill-Ward, L.** (October 10-12, 2004). "Beginning Teachers' Implementation of Service Learning: Vital Lessons for Teacher Education Programs." Fourth Annual International K-8 Service Learning Conference, Greenville, South Carolina.

Cepello, M., Davis, T.M., **Hill-Ward, L.** (October 10-12, 2004). "Service Learning in Teacher Preparation: Helping Beginning Teachers Move from Pedagogy to Practice." Fourth Annual International K-8 Service Learning Conference, Greenville, South Carolina.

Davis, T.M., Cepello, M., **Hill-Ward, L.**: "Determining the Role and Goals for Service Learning in Higher Education: Faculty Share Experiences and Conclusions." Fall 2004 CELT Conference, CSU, Chico., October 21-22, 2004.

Cepello, M., Davis, T.M., **Hill-Ward, L.** (October 10-12, 2004). "A Decade of Learning: Infusing Service Learning into a Teacher Preparation Program." 27<sup>th</sup> Teacher Education Division of the Council for Exceptional Children, Albuquerque, NM, November 10-13, 2004.

Davis, T.M., Cepello, M., **Hill-Ward, L.**, Smith, J.: "Is Service-Learning Improving Outcomes for Students with Disabilities? Improving Accountability for Service Learning in Special Education Programs." The 2002 Annual American Association of Colleges for Teacher Education (AACTE) Conference, New Your City, February 23-16, 2002.

Davis, T.M., Cepello, M., **Hill-Ward, L.** "The Effects of Service Learning Pedagogy on the Practices and Attitudes of Newly Prepared Special Education Teachers." Advances in Service Learning Research, 1<sup>st</sup> International Conference, Berkeley, Cal, October 2001.



## **EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

The Blue Oak Charter Council desires to ensure that homeless students have access to the same free and appropriate public education provided to all other students at Blue Oak.

Homeless students shall be provided with access to education and other services necessary for them to meet the same challenging academic standards as other students. Homeless students shall not be segregated in separate programs based on their status as homeless and shall not be stigmatized in any way. The Executive Director or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation. When there are at least 15 homeless students at Blue Oak, the local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students.

At least annually, the Executive Director or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, Blue Oak shall revise its strategies as needed to better support the education of homeless students.

Definitions The term homeless children and youth mean individuals who lack a fixed, regular, and adequate nighttime residence and includes:

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or, are abandoned in hospitals

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because they are living in conditions described above Sample of Education for Homeless Children and Youth Board Policy and Administrative Regulations

5. Unaccompanied youth who are not in the physical custody of a parent or guardian



Board Policy: #6173 Section: Instruction Adopted: 01/19/2021 Revised: None

The term school of origin means the school that the homeless student attended when permanently housed or the school in which he/she was last enrolled. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. When determining the best interest in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students.

### Liaison

The Executive Director designates the Registrar as the liaison for homeless students. In conjunction with the Executive Director the Registrar will:

1. Ensure that homeless students are identified by school personnel and through coordinated activities with other entities and agencies

2. Ensure that homeless students enroll in, and have a full and equal opportunity to succeed in Blue Oak

3. Ensure that homeless families and students receive educational services for which they are eligible



Mary Sakuma

Superintendent msakuma@bcoe.org

## Student Programs and Educational Support

Michelle Zevely Associate Superintendent mzevely@bcoe.org

Curriculum & Instruction

Shirley Williams Administrator shwilliams@bcoe.org

1859 Bird Street Oroville, CA 95965 (530) 712-2246 Fax (530) 532-5794 http://www.bcoe.org

## **Board of Education**

Karin Matray Brenda J. McLaughlin Amy Christianson Mike Walsh Julian Diaz Daniel Alexander Emily Holtom

An Equal Opportunity Employer March 6, 2023

Blue Oak Charter School Susan Domenighini, Executive Director 450 W. East Ave Chico CA 95926

Dear Susan,

Enclosed is a copy of the service agreement between BCOE and Blue Oak Charter School for the 2023-24 school year. This agreement is for BCOE to complete your CALPADS submission, which allows your LEA to adhere to State and Federal mandates and timelines.

Please obtain your Board's approval by June 30, annually, in order for the Butte County Office of Education to provide the agreed upon service(s). After Board approval, please return the signed documents to me. I will obtain the BCOE Superintendent's signature, ensure you receive a fully executed copy, and file the original with BCOE Fiscal Services. In addition, a copy will be on file in our office.

As always, it is a pleasure to work with you. If you have any questions or concerns, please do not hesitate to phone our office at (530) 532-5644.

Sincerely,

Sweenamy?

Shirley Williams Administrator

"WHERE STUDENTS COME FIRST"

**Data Privacy** 

# Memorandum of Understanding

# **Butte County Office of Education**

and

Blue Oak Charter

Date: July 1, 2023

The Memorandum of Understanding ("MOU") is entered into on July 1, 2023 by

and between Butte County Office of Education ("BCOE" or "Provider"), Blue Oak Charter

and the District ("LEA" and collectively, "Parties").

## RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency ("LEA") with certain data services ("Services") pursuant to a contract dated <u>July 1, 2023</u> ("Service Agreement"); and

**WHEREAS,** in order to provide the Services described in the MOU, the Provider may receive and the LEA may provide documents or data that are covered by several federal and statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

**WHEREAS**, the documents and data transferred from California LEAs are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (sometimes referred to as either "SB 1177" or "SOPIPA") found at California Business and Professions Code section 22584; and

**WHEREAS**, the Parties wish to enter into this MOU to ensure that all data services conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

### **ARTICLE I: PURPOSE AND SCOPE**

- 1. <u>Purpose of MOU</u>. The purpose of this MOU is to describe the duties and responsibilities to protect student data transmitted to Provider from the LEA, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, SB 1177 (SOPIPA), and AB 1584. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.
- 2. <u>Nature of Services Provided</u>. The Provider has agreed to provide the following data services described below and as may be further outlined in <u>Exhibit "A"</u> hereto:

- **3.** <u>Student Data to Be Provided</u>. In order to perform the Services described in Exhibit A, LEA shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as <u>Exhibit "B"</u>:
- 4. <u>MOU Definitions</u>. The definition of terms used in this MOU is found in <u>Exhibit "C"</u>. In the event of a conflict, definitions used in this MOU shall prevail over term used in any Service Agreement.

#### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. <u>Student Data Property of LEA</u>. All Student Data or any other Pupil Records transmitted to the Provider is and will continue to be the property of and under the control of the LEA. The Parties agree that as between them all rights, including all intellectual property rights in and to Student Data or any other Pupil Records shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
- 2. <u>Parent Access</u>. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- **3.** <u>Separate Account</u>. Provider shall, at the request of the LEA, transfer Student generated content to a separate student account.
- 4. <u>Third Party Request</u>. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party unless legally prohibited.

- 5. <u>No Unauthorized Use</u>. Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in Exhibit A.
- 6. <u>Subprocessors</u>. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to Exhibit A, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this MOU.

#### **ARTICLE III: DUTIES OF LEA**

- 1. <u>Provide Data In Compliance With FERPA.</u> LEA shall provide data for the purposes of Exhibit A in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, AB 1584 and the other privacy statutes quoted in this MOU.
- **2.** <u>**Reasonable Precautions**</u>. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- **3.** <u>Unauthorized Access Notification</u>. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.
- **4.** <u>**District Representative</u>**. At request of Provider, LEA shall designate an employee or agent of the District as the District representative for the coordination and fulfillment of the duties of this MOU.</u>

#### **ARTICLE IV: DUTIES OF PROVIDER**

- 1. <u>Privacy Compliance</u>. The Provider shall comply with all California and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, AB 1584, and SOPIPA.
- 2. <u>Authorized Use</u>. The data shared pursuant to Exhibit A including persistent unique identifiers, shall be used for no purpose other than the Services stated and/or otherwise authorized under the statutes referred to in subsection (1), above.
- **3.** <u>Employee Obligation</u>. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA laws with respect to the data shared.

- 4. <u>No Disclosure</u>. Provider shall not disclose any data obtained in a manner that could identify an individual student to any other entity in published results of studies. Deidentified information may be used for the purposes of development and improvement of educational sites, services, or applications.
- 5. Disposition of Data. Provider shall dispose of all personally identifiable data obtained under Exhibit A when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within 60 days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in Exhibit A authorizes Provider to maintain personally identifiable data obtained beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been deidentified or placed in a separate Student account, pursuant to the other terms of the MOU. Nothing in Exhibit A authorizes Provider to maintain period reasonably needed to complete the disposition as the data of the data obtained beyond the time period reasonably needed to data that has been deidentified or placed in a separate Student account, pursuant to the other terms of the MOU. Nothing in Exhibit A authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
- 6. <u>Advertising Prohibition</u>. Provider is prohibited from using Student Data to conduct or assist targeted advertising directed at students or their families/guardians. This prohibition includes the development of a profile of a student, or their families/guardians or group, for any commercial purpose other than providing the service to client. This shall not prohibit Providers from using data to make product or service recommendations to LEA.

#### **ARTICLE V: DATA PROVISIONS**

- 1. <u>Data Security</u>. The Provider agrees to abide by and maintain adequate data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. These measures shall include, but are not limited to:
  - **a. Passwords and Employee Access**. Provider shall make best efforts practices to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. All employees with access to Student Records shall pass criminal background checks.
  - **b. Destruction of Data**. Provider shall destroy all personally identifiable data obtained under Exhibit A when it is no longer needed for the purpose for which it was

obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonably agree. Nothing in Exhibit A authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

- **c.** Security Protocols. Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to Exhibit A in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to Exhibit A, except as necessary to fulfill the purpose of data requests by LEA.
- **d. Employee Training**. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology. When the service is accessed using a supported web browser, Secure Socket Layer ("SSL"), or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe secure only to authorized users. Provider shall host data pursuant to Exhibit A in an environment using a firewall that is periodically updated according to industry standards.
- **f.** Security Coordinator. Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to Exhibit A.
- **g.** Subprocessors Bound. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
- 2. <u>Data Breach</u>. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident. Provider shall follow the following process:
  - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
  - **b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
    - i. The name and contact information of the reporting LEA subject to this section.
    - **ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- **iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
- **iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
- v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- **c.** At LEA's discretion, the security breach notification may also include any of the following:
  - **i.** Information about what the agency has done to protect individuals whose information has been breached.
  - **ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- **d.** Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. Provider shall assist LEA in these efforts.
- e. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

### **ARTICLE VI: MISCELLANEOUS**

- 1. <u>Term</u>. The Provider shall be bound by the terms and obligations of this MOU for one year, or so long as the Provider maintains any student data.
- 2. <u>Termination</u>. In the event that either party seeks to terminate this MOU, they may do so by mutual written consent so long as any corresponding Service Agreement has lapsed or has been terminated.
- **3.** <u>Effect of Termination Survival</u>. If a Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b).

- **4.** <u>**Priority of Agreements**</u>. This MOU shall govern the treatment of student records in a service agreement in order to comply with the privacy protections, including those found in FERPA and AB 1584.
- 5. <u>Notice</u>. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.
- 6. <u>Entire Agreement</u>. This MOU constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This MOU may be amended and the observance of any provision of this MOU may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
- 8. <u>Severability</u>. Any provision of this MOU that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this MOU, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this MOU or affecting the validity or enforceability of such provision in any other jurisdiction.

**9.** <u>Governing Law: Venue and Jurisdiction.</u> THIS MOU WILL BE GOVERNED BY AND CONSTRUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN BUTTE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MOU OR THE TRANSACTIONS CONTEMPLATED HEREBY.

#### Notice may be sent to:

Butte County Department of Education Attn: Student Programs Administrator 1859 Bird St. Oroville, CA 95965 (530) 532-5650

### SIGNATURES

Susan Domenighini , E		, Executive Director	Executive Director	
	Print Name		Title	
Signature:				
Date:				
	Mary Sakuma	, BCOE Superir	ntendent of Schools	
	Print Name		Title	
Signature:				
Date:				
		8		

## EXHIBIT "A"

## DESCRIPTION OF SERVICES

Contracted services are described in BCOE Curriculum & Instruction Office Agreement agreement dated 07/1/2023.

## **EXHIBIT "B"** SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application	IP Addresses of users, Use of cookies etc.	
Technology Meta Data	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
	Standardized test scores	$\checkmark$
Assessment	Observation data	$\checkmark$
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	$\checkmark$
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	$\checkmark$
Conduct	Conduct or behavioral data	$\checkmark$

Category of Data	Elements	Check if used by your system
	Date of Birth	$\checkmark$
	Place of Birth	$\checkmark$
	Gender	$\checkmark$
Demographics	Ethnicity or race	$\checkmark$
	Language information (native, preferred or primary language spoken by student)	$\checkmark$
	Other demographic information-Please specify:	
	Student school enrollment	$\checkmark$
	Student grade level	$\checkmark$
	Homeroom	$\checkmark$
Enrollment	Guidance counselor	$\checkmark$
	Specific curriculum programs	$\checkmark$
	Year of graduation	$\checkmark$

## **EXHIBIT "B"** SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
	Other enrollment information-Please specify:	
	Address	$\checkmark$
Parent/Guardian	Email	$\checkmark$
	Phone	$\checkmark$
Parent/Guardian ID	Parent ID number (created to link parents to students)	$\checkmark$
Parent/Guardian Name	First and/or Last	$\checkmark$
Schedule	Student scheduled courses	$\checkmark$
	Teacher names	$\checkmark$
	English language learner information	Image: A state of the state
Special Indicator	Low income status	$\checkmark$
	Medical alerts	$\checkmark$

Category of Data	Elements	Check if used by your system
	Student disability information	$\checkmark$
	Specialized education services (IEP or 504)	$\checkmark$
	Living situations (homeless/foster care)	$\checkmark$
	Other indicator information-Please specify:	
	Address	$\checkmark$
Student Contact Information	Email	$\checkmark$
	Phone	$\checkmark$
	Local (School district) ID number	$\checkmark$
	State ID Number	$\checkmark$
Student Identifiers	Vendor/App assigned student ID number	$\checkmark$
	Student app username	
	Student app passwords	
Student Name	First and/or Last	$\checkmark$

## **EXHIBIT "B"** SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student Work	Student generated content; writing, pictures, etc.	
Other	Other student word data-Please specify:	
	Student course grades	
Transcript	Student course data	$\checkmark$
	Student course grades/performance scores	$\checkmark$
	Other transcript data – Please specify:	

Category of Data	Elements	Check if used by your system
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data elements used, stored or collected by your application	

## EXHIBIT "C"

## DEFINITIONS

**AB 1584, Buchanan:** The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

**NIST 800-63-3**: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

**Operator:** For the purposes of SB 1177, SOPIPA, the term "operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the MOU, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in AB 1584.

**Personally Identifiable Information (PII):** The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes, without limitation, at least the following:

First and Last Name	Home Address
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
<b>Biometric Information</b>	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	<b>Religious Information</b>
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record

Information in the Student's Email

**Provider:** For purposes of the MOU, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the MOU the term "Provider" replaces the term "Third Party as defined in California Education Code § 49073.1 (AB 1584, Buchanan), and replaces the term as "Operator" as defined in SB 1177, SOPIPA.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

**SB 1177, SOPIPA:** Once passed, the requirements of SB 1177, SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**Service Agreement**: Refers to the Contract or Purchase Order to which this MOU supplements and modifies.

**School Official**: For the purposes of this Agreement and pursuant to CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and Federal laws and regulations. Student Data as specified in <u>Exhibit B</u> is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subscribing LEA**: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection,

analytics, storage, or other service to operate and/or improve its software, and who has access to PII. This term shall also include in its meaning the term "Service Provider," as it is found in SOPIPA.

**Targeted Advertising**: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

**Third Party**: The term "Third Party" as appears in California Education Code § 49073.1 (AB 1584, Buchanan) means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

## AGREEMENT

## Butte County Office of Education Curriculum & Instruction Office and Blue Oak Charter School

This agreement is entered into between Blue Oak Charter School ("LEA") and Butte County Office of Education ("BCOE") as of July 1, 2023

- 1. **Services**. The BCOE shall furnish to the Client the services as described in EXHIBIT "A" attached hereto and incorporated herein by this reference ("Services").
- 2. **Term**. BCOE shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required. This Agreement will be in effect for the 2023-2024 school year. The term of the agreement will be July 1-June 30 annually.
- 3. **Compensation**. BCOE's compensation from the Client shall be based on an annual reevaluation of staffing needs and operating costs to support data management services to the LEA. Notice shall be provided to the BCOE by February 1<sup>st</sup> each year if the LEA elects to terminate data management for the following academic year.

Data Management	Annual Fee	Includes
CALPADS Management Additional School Sites	\$12,000 base rate \$4,000 each	operating costs, technical assistance
AERIES Management Base Fee	\$4,200	operating costs, technical assistance
AERIES Management Per Student License (CBEDS)	\$15/ student	full access to Aeries platform and tools
LCAP Data Storage System	\$1,500	updates of state and local data metrics and maintenance of spreadsheets
ConApp Management	Annual Fee	Includes
ConApp Management- Submission	10% of the aggregate of Title 1 funding	operating costs to complete the annual Consolidated Application
Short-Term Daily Rate	Annual Fee	Includes
Web Based and/or New Staff Training	\$250/ up to 3 hours	operating costs, planning, prep
Site Based and/or New Staff Training	\$450/ day	operating costs, planning, prep, travel

## AVAILABLE SERVICES AND FEE SCHEDULE

- 4. **Independent Contractor**. BCOE, in the performance of this Agreement, shall be and act as an independent contractor.
- 5. **Termination**. Each academic year the BCOE will reevaluate staffing needs and operating

costs to support data management services to the LEA. Therefore, this MOU is an ongoing agreement and notice shall be provided to the BCOE by February 1<sup>st</sup> each year, if the LEA elects to terminate data management for the following academic year.

- 6. Indemnification. To the furthest extent permitted by California law, Client shall, at its sole expense, defend, indemnify, and hold harmless BCOE and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorney's fees and costs, directly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Client under or in conjunction with this Agreement, unless the claims are caused by the negligence or willful misconduct of the indemnified parties.
- 7. **Insurance**. The BCOE shall procure and maintain at all times it performs any portion of the Services its applicable forms of insurance.
- 8. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

## If to BCOE:

## If to Client:

BUTTE COUNTY OFFICE OF EDUCATION	BLUE OAK CHARTER SCHOOL
1859 Bird St.	450 W East Ave.
Oroville, CA 95965	Chico, CA 95926
(530) 532-5644	(530) 879-7483
ATTN: Shirley Williams	ATTN: Susan Domenighini
-	•

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 9. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.
- 10. **No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 11. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the BCOE's governing board and clients governing board. Services shall not be rendered until Agreement is approved or ratified.

- 12. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.
- 13. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 14. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 15. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 16. **Counterparts**. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

BUTTE COUNTY OFFICE OF EDUCATION	BLUE OAK CHARTER SCHOOL
Ву:	Ву:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

## EXHIBIT "A"

## Scope of Data Management Services for

## Blue Oak Charter School

## The BCOE agrees to provide the following, including, but not limited to:

## Student Data Management and CALPADS

- CALPADS management including SSID's; enrollment and CAASPP updates; all Fall 1, Fall 2 and End of Year reporting; quality control
- Provide technical assistance as it relates to CALPADS reporting
- Other student data extraction and reporting, as relevant to the K-12 school, including LCAP data extraction and organization support; other requested data uploads; CBEDS Staff data reporting and biannual Civil Rights data reporting

## Student Data Management- Aeries

- Aeries management including Aeries database and web services hosting; management of SQL Server permissions, user IDs and roles; enrollment data review; Aeries software updates, grading cycle processing, assessment uploads; Aeries annual roll; general support and quality control
- Attendance accounting, as needed
- Provide technical assistance for Aeries data entry and best practices.

## LCAP Data Storage System

- Extract and update annual state and local data necessary to populate district "LCAP Data Spreadsheet"
  - May include the following data: attendance, enrollment, dropout, local assessments, state assessments, graduation, suspension, expulsion, stability rates
  - o Data updated as it becomes available annually

## Personnel Management

- Hire, maintain and supervise staff appropriately qualified to conduct CALPADS data management on behalf of LEA
- Provide professional learning opportunities for the BCOE data management staff
- Maintain confidentiality and ensure student privacy, as required by all applicable laws outlined in the *LEA Data Privacy MOU*

## ☑ Accuracy and Submission Timelines

- Ensure the accuracy of data entered into and reported from all systems for all reporting purposes as delineated in the Operational Agreement.
- Adhere to publicly posted State and Federal timelines for data submission.

# The LEA hereby agrees to all of the following, as applicable to the service(s) provided, including, but not limited to:

## **Program Records**

- Enter data in Aeries in accordance with protocols and procedures
- Provide Special Education and 504 record information for Aeries/CALPADS data management in accordance with protocols and procedures
- Provide Free & Reduced Lunch Count data for data management in accordance with protocols and procedures
- Provide English Language Learner student data for data management in accordance with protocols and procedures

## Attendance

- Mark tardies and absences in Aeries database through Aeries Web
- Verify absences and make changes, as needed

## Enrollments

• Create and maintain student enrollment records in the Aeries system. All enrollment data will be verified by the BCOE in accordance with protocols and procedures

## Accuracy and Submission Timelines

- Ensure the accuracy of data entered into and reported from all systems for all reporting purposes as delineated in the Operational Agreement.
- Adhere to publicly posted State and Federal timelines for data submission.

## Remit a Fee for Service

- A fee in the amount of \$20,145 will be remitted to the BCOE by April 30, 2024 for the following service(s):
  - o CALPADS Data Management
    - \$12,000
  - o Aeries Data Management
    - \$4,200 Aeries Base Fee
    - \$3,945 Aeries Per Student Fee (263 students)



## AGREEMENT BETWEEN E-THERAPY AND BLUE OAK SCHOOL May 26, 2023

This AGREEMENT is made between Blue Oak School (here in after referred to as "BOS") at 450 W. East Ave Chico, CA 95926 and E-Therapy, LLC at P.O. Box 843453, Dallas, TX 75284-3453 (hereinafter referred to as "Provider") and jointly as PARTIES.

## **Provider Responsibilities:**

Provider agrees to:

- Provide direct teletherapy and indirect services which include: speech therapy, counseling, social work, occupational therapy, psychological services, and physical therapy at the rates provided on the rates page (last page).
- Submit invoices for billing
- Ensure services are delivered in accordance with the student's IEP
- Establish new educational therapy goals on an annual basis, or as required
- Provide BOS with access to E-Therapy's STAR system for BOS to refer students; access service session information and documentation; and access billing invoicing and billing history, and other information as applicable.

## **Confidential Information**

- BOS and Provider understand and agree that they will not disclose any information related to the business terms of this AGREEMENT to any third party or publicly in any format, which is not already public knowledge.
- BOS and Provider understand and agree that they will not disclose any information related to each party's operations and technology or intellectual property assets, learned over the course of doing business under this agreement to any third party or publicly in any format, which is not already public knowledge.
- This Confidential Information will continue for a period of 2 years after the termination of this AGREEMENT and will not apply to any Confidential Information that becomes public in the future.
- Confidential Information may be released pursuant to any legal requests, court orders, governmental agency/body requirements, or any other regulatory directives BOS may be required to comply with.

## **Ownership and Intellectual Property**

BOS understands that Provider is providing a proprietary solution and agrees that it will not copy or reproduce Provider's solution, in part or in whole, or in any form whatsoever, including for commercial purposes BOS agrees to keep confidential any materials it receives that relate to Provider's solution, including any code, technology architecture, or any other technical or solution related operating materials.

## **Contractor Status and Applicable Law:**

BOS and Provider understand and agree that the Provider is acting and performing as an independent contractor at all times. Provider and BOS must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the Provider and BOS.

## Term:

This AGREEMENT shall be for an initial term beginning July 01, 2023 to June 30, 2024. The AGREEMENT will automatically renew for successive periods of one year each unless either Party gives written notice of non-renewal at least 60 days before expiration of the then-

BOS E-Therapy Agreement 2023-2024-100466 Page 1 of 3 Initials \_\_\_\_\_

current term.

#### Written Notices:

- Written Notices directed to BOS should be sent via Certified Mail to above address
- Written Notices directed to Provider should be sent via Certified Mail to above address

#### Non-Solicitation:

BOS agrees to not directly hire any therapist that is contracted or has been contracted by Provider to serve BOS in order to provide services independently of Provider during the contract and for a period of 1 year after the contract terminates.

#### **Transfer and Assignment:**

BOS and Provider may assign its rights and obligations hereunder to an affiliate under common corporate control or to a company owned by any of Parties' current shareholders or to a purchaser of all or substantially all of the Parties equity and/or assets. In all other cases of Transfers and/or Assignments, BOS and Provider shall have the right to assign any and all rights and duties acquired by it hereunder, subject to the other Party's consent, which shall not be unreasonably withheld, conditioned or delayed.

#### Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this AGREEMENT will be determined and governed by the substantive and procedural laws of the state of Arizona.

## **Scope of AGREEMENT:**

This AGREEMENT constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this AGREEMENT will be binding unless executed in writing by the parties to be bound thereby.

#### **Amendments:**

This AGREEMENT may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be in writing and signed by both the Provider and BOS.

#### **Payment:**

Payment will be made by BOS within thirty (30) days of receipt of Provider's invoice. Payments made be made electronically via ACH or mailed to E-Therapy, LLC at P.O. Box 843453, Dallas, TX 75284-3453. Late payments may be subject to a 2.5% late payment fee.

THE PARTIES execute this AGREEMENT: By:

Printed Name:
Title:
Blue Oak School
Date:

Name: Derek Vogel Title: CEO E-Therapy Date: May 26, 2023

Devel

Signature

Signature

## **Therapy Rates**

Hourly rates for Provider teletherapy services:

• Direct Therapy Services:	\$90.00 Per Hour
<ul> <li>Indirect Therapy Services, Includes:</li> <li>Case Management; consults; review of records; any other requested/required meetings and/or paperwork; and/or specific billing protocols (i.e. Medicaid if applicable)</li> </ul>	\$90.00 Per Hour
• IEP Meeting Attendance and Writing Of The IEP, as appropriate:	\$90.00 Per Hour
Progress Reports:	\$22.50 Flat Fee
• Student Evaluations (Report included):	\$300.00 Flat Fee
• FBA (Functional Behavior Assessment):	\$95.00 Per Hour
Mental Health Screenings:	\$90.00 Per Hour
Psychological Services:	\$95.00 Per Hour
• Psych Ed Assessments (Report(s) Included):	\$1.00 Flat Fee
• No-Shows:	
• No Show:	\$90.00 Per Hour
Psychological Services No Show:	\$95.00 Per Hour
Cancellations less than 24 hours notice:	
• Cancellations less than 24 hours notice:	\$90.00 Per Hour
<ul> <li>Psychological Services Cancellations less than 24 hours notice:</li> </ul>	\$95.00 Per Hour
• An additional \$10.00 per hour for Bilingual Therapy Services and \$350.00 Flat Fee for Bilingual Evaluations (Report Included)	
• Webcams and Headphones (if requested): (\$40.00 Per Webcam / \$25.00 Headset if purchased individually)	\$65.00 Per Set



## INDEPENDENT AGENCY AGREEMENT

This Independent Agency Agreement (AGREEMENT) is made between Blue Oak Charter School (BLUE OAK), and Family Behavior Solutions, doing business as Family Behavior Solutions (FAMILY FIRST) (together, PARTIES).

The PARTIES agree as follows:

- 1. **Services**. FAMILY FIRST shall furnish to BLUE OAK the services as described in EXHIBIT "A"attached hereto and incorporated herein by this reference ("Services").
- 2. Term. The term for Services and schedule is 7/1/2023 through 6/30/2024.
- 3. **Compensation**. BLUE OAK's compensation to FAMILY FIRST shall be as set forth in EXHIBIT "A" as the proposed Scope for Services, but in no event shall any fees, costs, or expenses be incurred, without the express approval of BLUE OAK.
- 4. **Expenses**. BLUE OAK shall not be liable to FAMILY FIRST for any costs or expenses paid or incurred by FAMILY FIRST in performing Services for BLUE OAK, other than as identified in EXHIBIT "A."
- 5. Independent Contractor. FAMILY FIRST, in the performance of this AGREEMENT, shall be and act as an independent contractor. FAMILY FIRST understands and agrees that FAMILY FIRST and all employees shall not be considered officers, employees, agents, partner, or joint venture of BLUE OAK, and are not entitled to benefits of any kind or nature normally provided employees of BLUE OAK and/or to which BLUE OAK's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. FAMILY FIRST shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployees.
- 6. **Materials**. FAMILY FIRST shall furnish, and pay for all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
- 7. **Standard of Care**. FAMILY FIRST's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of the profession for such services to California schools.
- 8. Originality of Services. FAMILY FIRST agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to BLUE OAK and/or used in connection with this AGREEMENT, shall be wholly original to FAMILY FIRST and shall not be copied in whole or in part from any other source, except that submitted to FAMILY FIRST by BLUE OAK



9. Audit. FAMILY FIRST shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of FAMILY FIRST transacted under this Agreement. FAMILY FIRST shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. FAMILY FIRST shall permit BLUE OAK, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that BLUE OAK shall give reasonable prior notice to FAMILY FIRST and shall conduct audit(s) during FAMILY FIRST's normal business hours, unless FAMILY FIRST otherwise consents.

## 10. Termination.

a. Without Cause by BLUE OAK. BLUE OAK may, at any time, with or without reason, terminate this Agreement with thirty (30) days written notice, and compensate FAMILY FIRST only for Services satisfactorily rendered up to the date of termination (i.e., BLUE OAK will compensate FAMILY FIRST for Services completed to date as a pro rata amount of the full fees, costs, and expenses). Written notice by BLUE OAK shall be sufficient to stop further performance of Services by FAMILY FIRST. Notice shall be deemed given when received by FAMILY FIRST or no later than three (3) days after the day of mailing, whichever is sooner.

b. Without Cause by FAMILY FIRST. FAMILY FIRST may, upon thirty (30) days written notice, with or without reason, terminate this Agreement. Upon this termination, BLUE OAK shall only be obligated to compensate FAMILY FIRST for Services satisfactorily rendered to the date of termination. Written notice by FAMILY FIRST shall be sufficient to stop further performance of services to BLUE OAK. FAMILY FIRST acknowledges that this thirty (30) day notice period is acceptable so that BLUE OAK can attempt to procure the Services from another source.

- c. Upon termination, FAMILY FIRST shall provide BLUE OAK with all documents produced maintained or collected by FAMILY FIRST pursuant to this Agreement, whether or not such documents are final or draft documents.
- 11. Indemnification. To the furthest extent permitted by California law, FAMILY FIRST shall, at its sole expense, defend, indemnify, and hold harmless BLUE OAK, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and FAMILY FIRSTs and/or attorney's fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by FAMILY FIRST under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties.



BLUE OAK shall have the right to accept or reject any legal representation that FAMILY FIRST proposes to defend the indemnified parties.

## 12. Insurance.

a. FAMILY FIRST shall procure and maintain at all times it performs any portion of the Services the following insurance:

- i. **General Liability**. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.
- ii. Workers' Compensation and Employers' Liability Insurance. For all of FAMILY FIRST's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, FAMILY FIRST shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- 13. Compliance with Laws. FAMILY FIRST shall observe and comply with all rules and regulations of the governing board of BLUE OAK and all federal, state, and local laws, ordinances and regulations. FAMILY FIRST shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If FAMILY FIRST observes that any portion of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, FAMILY FIRST shall notify BLUE OAK, in writing, and, at the sole option of BLUE OAK, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon FAMILY FIRST's receipt of a written termination notice from BLUE OAK. If FAMILY FIRST performs any portion of the Services that is in violation of any laws, ordinances, rules or regulations, without first notifying BLUE OAK of the violation, FAMILY FIRST shall be arall costs arising therefrom.
- 14. **Permits/Licenses**. FAMILY FIRST and all of FAMILY FIRST's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
- 15. **Safety and Security**. FAMILY FIRST is responsible for maintaining safety in the performance of this Agreement. FAMILY FIRST shall be responsible to ascertain from BLUE OAK the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 16. **Antidiscrimination**. It is the policy of FAMILY FIRST that in connection with all work performed under its contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical



disability, medical condition, marital status, sexual orientation, gender, or age and therefore FAMILY FIRST agrees to comply with applicable Federal and California laws including, but not limited to, Labor Code section 1735 and the California Fair Employment and Housing Act beginning with Government Code section 12900.

- 17. **Confidentiality**. FAMILY FIRST and all FAMILY FIRST's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 18. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission.
- 19. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.
- 20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties
- 22. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.
- 23. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 24. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 25. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.



26. **Counterparts**. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

## **Family Behavior Solutions**

Dated: 05/08/2023

By: David Charlon

Name: David Charlon

Title: Owner/CEO

## **BLUE OAK Representative**

Dated: 06/08/2023

Ву: \_\_\_\_\_

Name: Susan Domenighini

Title:



## EXHIBIT "A" Scope of Services

BLUE OAK agrees to pay FAMILY FIRST for Ongoing Behavioral Services satisfactorily rendered pursuant to this AGREEMENT unless otherwise agreed upon. The basis for this fee for services shall be as follows:

\$95/hour for behavioral services \$40/hour for travel time

#### Memorandum of Understanding between Blue Oak School and Chico Country Day School

This memorandum of understanding ("MOU" or "Agreement") is between Blue Oak School (Blue Oak) and Chico Country Day School ("CCDS"), which are referred to as the "parties".

## **RECITALS:**

- A. Blue Oak is a charter school authorized by Chico Unified School District.
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. Blue Oak wishes to contract with CCDS for CCDS's provision of School Nursing services to Blue Oak students, as more fully discussed in this MOU.

**NOW, THEREFORE,** in consideration of the promises and the mutual covenants and agreements herein set forth, the parties do hereby agree as follows:

## 1. <u>Purpose</u>

The purpose of the MOU is to ensure that Blue Oak students are provided with nursing services by CCDS. It is agreed that Blue Oak shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act ("IDEA") and related federal and California laws for Blue Oak students served by CCDS in accordance with this MOU. Blue Oak shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of Blue Oak students which arise under such laws. CCDS shall only be considered a service provider and not the responsible LEA for any Blue Oak student and shall incur no costs associated with the provision of these services, all of which shall be paid by Blue Oak as set forth in this MOU. Unless the parties agree otherwise in writing, CCDS is not required to provide anything beyond what is specifically identified in this MOU.

## 2. <u>Services of the school nurse may include:</u>

- (a) Assessing and evaluating student health and developmental status as part of the Individual Education Plan (IEP) or Section 504 Plan process;
- (b) Communicating with students, families, caregivers, and health care providers;
- (c) Interpreting assessments and medical information to school staff working with the students;
- (d) Designing and implementing an Individualized School Health Plan, Emergency Care Plan, Individual Educational Plan and/or Section 504 Plan related to health care needs or chronic illnesses;
- (e) Determining the appropriate level of care for students with specialized health care needs and training, monitoring and supervising licensed and unlicensed staff;
- (f) Providing school nursing case management services for students;

- (g) Counseling students and parents regarding health or school related issues and providing information and referral to community services;
- (h) Administering and training and supervising school staff in assisting students with routine and emergency medications;
- (i) Serving as a health consultant and providing inservice programs to staff on a variety of health topics;
- (j) Developing curriculum and assisting in delivery of comprehensive health education to students;
- (k) Promoting a healthy school environment for emotional and physical safety;
- Performing federal and state mandated tasks including but not limited to emergency care; child abuse reporting; communicable disease control, prevention and follow up; and CHDP, audiometric, scoliosis and vision screening;
- (m) Providing routine direct healthcare services and referrals;
- (n) Maintaining, protecting and managing confidential electronic and written student health records.

#### 3. Additional Blue Oak Obligations

Blue Oak shall:

- (a) Pay CCDS for services identified herein, consistent with the Fiscal Agreement set forth in paragraph 7 below.
- (b) Provide CCDS personnel with appropriate designated workspace for the delivery of services within Blue Oak buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the Blue Oak site.
- (d) Store confidential health files at the Blue Oak site.
- (e) Provide nurse with assessment plans upon signature so health and developmental history may be completed.

## 4. <u>Dispute Resolution</u>

In the event that either party disputes the meaning of the terms of this agreement, the parties shall attempt to resolve the dispute in good faith first through a joint meeting of their representatives. If an agreement cannot be reached through the joint meeting, then the parties agree to attempt to resolve the dispute in a meeting with the El Dorado County Charter SELPA Director or their designee. If agreement cannot be reached with the assistance of the El Dorado County Charter SELPA, then any party may seek remedy in the appropriate court of law.

## 5. <u>Due Process and/or Litigation</u>

Blue Oak assumes full responsibility for the provision of assessments and therapy services to Blue Oak students. It shall be the financial and legal responsibility of Blue Oak to handle any and all legal disputes and claims, including but not limited to, negotiating settlement agreements, mediations, due process hearings, compliance complaints and any and all other legal actions related to a student's educational program pursuant to this MOU. If CCDS is named as a party to a legal dispute, Blue Oak will cooperate in dismissing, with prejudice, CCDS as a party. If Blue Oak is unable to obtain dismissal of CCDS as a party to a dispute, Blue Oak shall fully defend and indemnify CCDS in said proceedings in accordance with the Indemnification provision in paragraph 8 below. CCDS shall fully cooperate with Blue Oak in any legal dispute, including making its employees and documents available.

## 6. <u>Indemnification</u>

Blue Oak shall protect, defend, indemnify, forever hold harmless and assume the costs of defense, including attorneys' fees, of CCDS, its Board, officers, members, representatives, agents, guests, invitees, and/or employees, from and against any and all liabilities, claims, losses, judgments, damages, demands or expenses resulting from or related to the policies and procedures of the El Dorado County Charter SELPA, the requirements of the IDEA, California Education Code section 56000 and following sections, Title 5 of the California Code of Regulations section 3000 and following sections, the Americans with Disabilities Act, and/or Section 504 or any other causes of action, including but not limited to actions related to or arising from CCDS's obligations under this Agreement. Blue Oak shall indemnify CCDS and its Board, officials, employees and agents against any remedies, including compensatory education, reimbursement, money damages, attorneys fees and/or costs that may be awarded or agreed to, for failure to provide appropriate and/or compliant special education and related services.

## 7. <u>Fiscal Agreement</u>

CCDS will bill Blue Oak in advance for school nursing services on a monthly basis, for 10 months, at the rate of:

• School Nurse:

a. 0.20 FTE or equivalent of 37 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Blue Oak shall be requested in writing and approved by both Blue Oak and CCDS administrators. Blue Oak will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.

b. Twenty percent (20%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.

- Mileage rate equal to the IRS Standard Mileage Rates, if applicable.
- Actual costs of translation services as needed and requested by Blue Oak for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

Blue Oak has thirty (30) days from the date of billing to issue payment to CCDS.

## 8. <u>Agreement / Term</u>

- (a) This MOU constitutes the entire understanding between parties and supersedes any prior or concurrent agreement, oral or written, between or among CCDS and/or Blue Oak concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- (b) The term of this Agreement and services shall commence on July 1, 2023 and continue through June 30, 2024.
- (c) CCDS will seek advisement and input from Blue Oak in regards to periodic program evaluation and evaluating delivery of nursing services. Blue Oak retains the ability to perform an independent evaluation of the School Nurse services provided. CCDS retains the sole responsibility to perform staff evaluations of CCDS employees who implement services in accordance with this MOU; however, CCDS is invited to collaborate with Blue Oak staff in this regard as needed.
- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.
- (f) This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

## On Behalf of Blue Oak School of Arts & Sciences

By:

Date:	By:	
	<u> </u>	Blue Oak Director

Date: \_\_\_\_\_

Blue Oak Board Chairperson

## On Behalf of Chico Country Day School

Date:	By:		
	2	CCDS Director of Student Support Services	

Date: \_\_\_\_\_ By: \_\_\_\_\_ CCDS Board Chair

Agenda Item: School Lunches Plan

Prepared by: <u>Alexandra Archer</u>

Finance Committee Date: 06/13/2023

## **Background Information:**

CUSD reached out to let us know they are struggling to staff services for Blue Oak. We are proposing that we move forward to take over our own services. CUSD will help with the transition. This transition is also a move toward our LCAP goal concerning lunch food choices.

MOU meals required to breakeven

Breakfast average	72 a day 180 days = 12960
Lunch average	128 a day for 180 = 23040

FRCS 2023 current averages/projection for 180 days

Breakfast 122/21960 served

Lunch 114/20520 served

2023-24 projection going out on own! (numbers are based on the meals projected to be served in 2022-23 school year. B 12960 L 12960

Labor (current	hours and pay rate)	\$25000.00					
Additional adn	nin labor per month 3-5 hours @ \$21.00 hour x 10 months	\$1200.00					
Adding and ad	ditional cook at 3 hours a day for 180 days at \$21.00 hour	(\$11,340.00) optional					
Total with out	3 hours	\$26700.00					
With 3 extra h	ours	\$38040.00					
Food/supply cost based on average cost of a breakfast @ \$1.98 and lunch @ \$2.35							
Breakfast	21960 meals @ \$1.98	\$25,660.00					
Lunch	12960 meals @ \$2.35	\$30,456.00					
Revenue							
Breakfast @ \$	3.56 a meal	\$46,137.00					
Lunch @ \$4.56	5 a meal	\$59,097.00					
Total revenue		\$105,234.00					
Total expense	\$78,470.00						
Total expense with cook hours		\$89,810.00					
Bottom line w	/o	\$26,765.00					
Bottom line w		\$15,424.00					

\*\* important take away, lunch numbers are terrible. The revenue will increase a good amount with the increase of lunch numbers, your food and supply costs with increase with the increase in meals, however labor will not need to increase until significant lunch meals increase more than 60 a day. I would then add another hour to my kitchen.

\*\*\* take away, ability to cook from scratch and have control of your menu items

\*\*\*\* take away, CUSD will offer support and training this summer to FRCS to become independent.

\*\*\*\*\* CUSD will help FRCS establish relationships with our food vendors

\*\*\*\*\*



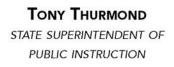
# Charter Council Meeting Dates 2023/2024 School Year

3rd Tuesday of Each Month

Tuesday, September 19th, 2023 Tuesday, October 17th, 2023 Tuesday, November 28th, 2023\* Tuesday, December 19th, 2023 Tuesday, January 23rd, 2024\*\* Tuesday, February 20th, 2024 Tuesday, March 26th, 2024\*\*\* Tuesday, March 26th, 2024 Tuesday, April 16th, 2024 Tuesday, June 18th, 2024 Tuesday, June 18th, 2024

\*4th Tuesday - adjusted for Fall Break \*\*4th Tuesday - adjusted for Winter Break \*\*\*4th Tuesday - adjusted for Spring Break \*\*\*\*2nd Tuesday - adjusted for BOFC & BOCC to meet before school starts

## California Department of Education



1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

May 30, 2023

Dear County and District Superintendents and Charter School Administrators:

## Guidance on Removal of Instruction or Instructional Materials

Recently, questions have arisen about the efforts of local governing boards to remove certain instruction or instructional materials. This memo reminds the local educational agencies (LEAs) that interact with these governing boards of (1) students' First Amendment right to receive information, (2) students' right to be free from discrimination, (3) legal requirements for instruction and instructional materials, and (4) legal prohibitions on instruction and instructional materials.

## California's System

The state has adopted broad minimum content standards in core subjects and adopts standards-aligned curriculum frameworks to guide local curriculum development and implementation. It is a state priority that LEAs use instructional materials that are aligned with those standards and frameworks, and LEAs must ensure that such materials are available to all students.<sup>1</sup> Local governing boards are responsible for adopting instructional materials and policies for local instruction and learning and making specific curriculum decisions.

As explained below, local governing boards must bear in mind a number of federal and state laws when taking such actions.

## **Students' First Amendment Rights**

Students have the right to receive information. This right may be violated by actions that remove or prohibit materials, ideas, or activities. In an often-cited case, the U.S. Supreme Court stated that a student's First Amendment right to access of information is violated when school officials remove books from a library "simply because they dislike the ideas contained in those books and seek by their removal to 'prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion."<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> Cal. Educ. Code §§ 52060(d)(1), 52064(b)(1) and 60119.

<sup>&</sup>lt;sup>2</sup> Board of Educ., Island Trees Union Free School Dist. No. 26 v. Pico, 457 U.S. 853, 871-72 (1982).

## Students' Right to Be Free From Discrimination

The law prohibits discrimination, harassment, intimidation, and bullying directed against students based on actual or perceived traits or characteristics such as race, sex, gender identity, disability, religion, etc.<sup>3</sup> Local governing boards must be mindful of the effect that proposed actions may have on any and all of their students. Actions that remove or prohibit particular materials, ideas, or activities may have the effect of discriminating against certain students based on protected characteristics. A complaint of discrimination based on a protected characteristic may be filed with an LEA and appealed to the California Department of Education.<sup>4</sup>

## **Required Instruction and Instructional Materials**

California law requires the following with respect to instruction and instructional materials:

There must be comprehensive sexual health instruction at least once in junior high or middle school and at least once in high school that must, among other things, teach pupils about gender, gender expression, and gender identity and explore the harm of negative gender stereotypes and affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, must be inclusive of same-sex relationships.<sup>5</sup>

Instruction in social sciences must include the roles and contributions of both men and women, members of various races/ethnic groups, lesbian, gay, bisexual, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic, political, and social development of California and the nation.<sup>6</sup>

Local governing boards must adopt only instructional materials that the board determines accurately portray the cultural and racial diversity of our society, including the contributions of all the groups identified above.<sup>7</sup>

## **Prohibited Instruction and Instructional Materials**

California law prohibits the following with respect to instruction and instructional materials:

<sup>&</sup>lt;sup>3</sup> Cal. Educ. Code § 220; 42 U.S.C. §§ 2000d et seq.

<sup>&</sup>lt;sup>4</sup> Cal. Educ. Code § 33315(a)(1)(F).

<sup>&</sup>lt;sup>5</sup> Cal. Educ. Code §§ 51933-51934

<sup>&</sup>lt;sup>6</sup> Cal. Educ. Code § 51204.5

<sup>&</sup>lt;sup>7</sup> Cal. Educ. Code §§ 240, 60040.

May 30, 2023 Page 3

- Instruction must not promote a discriminatory bias on the basis of race or ethnicity, gender, religion, disability, nationality, or sexual orientation or any other protected characteristic.<sup>8</sup>
- A local governing board must not adopt instructional materials that contain any matter reflecting adversely upon persons on the basis of race or ethnicity, gender, religion, disability, nationality, or sexual orientation or because of any other protected characteristic.<sup>9</sup>

It is recommended that this memo be reviewed by superintendents, principals, administrators, and the LEA officer appointed to ensure compliance with the educational equity and nondiscrimination requirements.<sup>10</sup>

# Additional Information on the California Department of Education Website

Instructional materials adopted by the California State Board of Education: <u>https://www.cde.ca.gov/ci/cr/cf/caadoptinstrmaterials.asp</u>.

Guidelines for Piloting Instructional Materials: <a href="https://www.cde.ca.gov/ci/cr/cf/imagen.asp">https://www.cde.ca.gov/ci/cr/cf/imagen.asp</a>.

Standards for Evaluating Instructional Materials for Social Content: <u>https://www.cde.ca.gov/ci/cr/cf/lc.asp</u>. Abridged version: <u>https://www.cde.ca.gov/ci/cr/cf/abridgedsocialcontent.asp</u>.

If you have further questions regarding this communication, please contact Dr. Mike Torres, Director, Curriculum Frameworks and Instructional Resources Division, at <u>mtorres@cde.ca.gov</u>.

Sincerely,

Cheryl Cotton

Cheryl Cotton, Deputy Superintendent Instruction, Measurement, and Administration Branch

CC:tm

<sup>&</sup>lt;sup>8</sup> Cal. Educ. Code § 51500.

<sup>&</sup>lt;sup>9</sup> Cal. Educ. Code § 51501.

<sup>&</sup>lt;sup>10</sup> Cal. Educ. Code § 234.1(g); Cal. Educ. Code § 200 et seq.; Title 5, California Code of Regulations, § 4900 et seq.

## **Blue Oak Charter School**



Multi-Year Forecast Revised 6/11/23

	2023-24	2024-25	2025-26
	Budget	Forecast	Forecast
Assumptions	0 220/	3.94%	3.29%
Non-LCFF Revenue COLA	8.22% n/a	3.94% 0.00%	3.29% 0.00%
Expense COLA	3.44%	2.77%	2.49%
Enrollment	262.00	274.00	280.00
Average Daily Attendance	243.66	254.82	260.40
Revenues			
State Aid - Revenue Limit			
8011 LCFF State Aid	\$ 1,340,711	\$ 1,493,397	\$ 1,604,148
8012 Education Protection Account	761,321	827,560	873,505
8096 In Lieu of Property Taxes	806,454	843,390	861,859
	2,908,486	3,164,348	3,339,512
Federal Revenue			
8181 Special Education - Entitlement	34,190	33,127	33,852
8290 Title I, Part A - Basic Low Income	64,589	67,547	69,026
8291 Title II, Part A - Teacher Quality	8,842	9,247	9,449
8293 Title IV, Part A	10,000	10,458	10,687
8296 Other Federal Revenue	126,475	-	-
	244,096	120,379	123,015
Other State Revenue	200 727	240 242	224.447
8311 State Special Education	209,737	219,343	224,147
8545 School Facilities (SB740) 8550 Mandated Cost	336,551 4,614	351,966 4,652	359,673 5,058
8560 State Lottery	57,747	60,392	61,715
8599 Other State Revenue	389,108	409,108	317,740
	997,758	1,045,462	968,333
Other Local Revenue			
8699 School Fundraising	60,000	62,748	64,122
-	60,000	62,748	64,122
			4
Total Revenue	\$ 4,210,340	\$ 4,392,937	\$ 4,494,982
Expenses			
Certificated Salaries			
1100 Teachers' Salaries	1,264,036	1,301,957	1,341,016
1170 Teachers' Substitute Hours	37,921	39,059	40,230
1175 Teachers' Extra Duty/Stipends	15,000	15,450	15,914
1200 Pupil Support Salaries	61,944	63,802	65,716
1300 Administrators' Salaries	212,000	218,360	224,911
	1,590,901	1,638,628	1,687,787
Classified Salaries 2100 Instructional Salaries	172 162	177 226	192 646
2400 Clerical and Office Staff Salaries	172,162 238,276	177,326 245,424	182,646 252,787
2900 Other Classified Salaries	238,270	239,828	232,787
	643,281	662,579	682,456
Benefits	0-10,201	562,575	
3101 STRS	303,862	312,978	322,367
3202 PERS	171,627	183,534	193,135
3301 OASDI	39,883	41,080	42,312
3311 Medicare		33,368	34,369
	32,396	,	
3401 Health and Welfare	32,396 91,000	93,730	96,542
			96,542 10,179
3401 Health and Welfare	91,000	93,730	

## **Blue Oak Charter School**

Multi-Year Forecast

Revised 6/11/23



	2023-24	2024-25	24-25 2025-26		
	Budget	Forecast	Forecast		
Books and Supplies					
4100 Textbooks and Core Curricula	5,000	5,374	5,62		
4200 Books and Other Materials	22,000	23,645	24,76		
4302 School Supplies	36,000	38,692	40,52		
4305 Software	18,000	19,346	20,26		
4310 Office Expense	14,000	15,047	15,75		
4311 Business Meals	1,200	1,290	1,35		
4400 Noncapitalized Equipment	10,000	10,748	11,25		
	106,200	114,141	119,54		
Subagreement Services					
5101 Nursing	26,000	27,944	29,26		
5102 Special Education	44,000	47,290	49,52		
5105 Security	2,096	2,253	2,35		
	72,096	77,487	81,15		
Operations and Housekeeping					
5201 Auto and Travel	3,600	3,869	4,05		
5300 Dues & Memberships	9,000	9,673	10,13		
5400 Insurance	52,180	56,082	58,73		
5501 Utilities	84,000	90,281	94,55		
5502 Janitorial Services	9,684	10,408	10,90		
5900 Communications	10,000	10,748	11,25		
5901 Postage and Shipping	1,600	1,720	1,80		
Seculities Descine and Other Leases	170,064	182,780	191,43		
Facilities, Repairs and Other Leases 5601 Rent	648,000	668,040	688,08		
5603 Equipment Leases	14,000	14,388	14,74		
5610 Repairs and Maintenance	8,000	8,222	8,42		
5010 Repairs and Maintenance	670,000	690,649	711,25		
Professional/Consulting Services	070,000	030,043	, 11,23		
5801 IT	16,600	17,060	17,48		
5802 Audit & Taxes	16,000	16,443	16,85		
5803 Legal	16,000	16,443	16,85		
5804 Professional Development	25,446	26,151	26,80		
5805 General Consulting	28,845	29,644	30,38		
5806 Special Activities/Field Trips	20,000	20,554	21,06		
5807 Bank Charges	240	247	25		
5808 Printing	2,000	2,055	2,10		
5809 Other taxes and fees	3,600	3,700	3,79		
5810 Payroll Service Fee	8,000	8,222	8,42		
5811 Management Fee	84,207	90,503	94,78		
5812 District Oversight Fee	29,085	31,643	33,39		
5815 Public Relations/Recruitment	12,000	12,332	12,63		
	262,023	274,997	284,84		
Depreciation	,				
6900 Depreciation Expense	_	-			
. p	-				
al Expenses	\$ 4,181,368	\$ 4,334,531	\$ 4,476,33		
plus (Deficit)	\$ 28,972	\$ 58,406	\$ 18,64		
pins (Dentity	<del>y</del> 20,372	J0,400 ب	¥ 10,04		
Fund Balance, Beginning of Year	\$ 782,454	\$ 811,426	\$ 869,83		
Fund Balance, End of Year	\$ 811,426	\$ 869,832	\$ 888,47		
	19.4%	20.1%	19.8		

## **Blue Oak Charter School**



Multi-Year Forecast Revised 6/11/23

	2023-24	2024-25	2025-26
	Budget	Forecast	Forecast
Cash Flow Adjustments			
Surplus (Deficit)	28,972	58,406	18,646
Cash Flows From Operating Activities			
Depreciation/Amortization	-	-	-
Public Funding Receivables	(178,227)	70,315	(48,796)
Prepaid Expenses	-	-	-
Accounts Payable	(45)	297	538
Accrued Expenses	-	-	-
Summer Holdback	-	-	-
Deferred Revenue	(176,925)	(176,925)	(65,557)
Cash Flows From Investing Activities			
Purchases of Prop. And Equip.	-	-	-
Cash Flows From Financing Activities			
Proceeds(Payments) on Debt	-	-	
Total Change in Cash	(326,225)	(47,906)	(95,169)
Cash, Beginning of Year	848,548	522,323	474,417
Cash, End of Year	\$ 522,323	\$ 474,417	\$ 379,247

Blue O	ak Charter S	School						
Instruction	al Minutes W	/orksheet						
	2023-2024							
Instructional Days: 177								
Regular Days	Kindergarten	Grades 1-3	Grades 4-5	Grades 6-8				
Start time	8:30 AM	8:15 AM	8:15 AM	8:15 AM				
End time	12:30 PM	3:00 PM	3:05 PM	3:05 PM				
Number of Hours	4:00	6:45	6:50	6:50				
Total Number of Minutes	240	405	410	410				
Less Snack/Recesses (included in minutes for "K")		25	25	25				
Less Lunch/Recess(not included in minutes)		65	55	45				
Actual Daily Instructional Minutes	240	315	330	340				
Number of Regular Days Annual Minutes for Regular Days	176 42,240	136 42,840	136 44,880	136 46,240				
Minimum Days	Kindergarten	Grades 1-3	Grades 4-5	Grades 6-8				
							c	
Start time	8:30 AM	8:15 AM	8:15 AM	8:15 AM	school days 8	min days 3	full days	August
End time	12:30 PM	12:45 PM	12:45 PM	12:45 PM	20			September
Number of Hours	4:00	4:30	4:30	4:30	21	4		October
					15	4	11	Novmeber
Total Number of Minutes	240	270	270	270	16	4	12	December
					16			January
Less Recesses (included in minutes for "K")		25	25	25	19			February
Less Lunch (not included in minutes)		0	0	0	-			March
Actual Daily Instructional Minutos	240	245	245	245	21	4		April
Actual Daily Instructional Minutes Number of Minimum Days	240	40	245 40	40	4			May June
Annual Minutes for Minimum Days	0	9,800	9,800	9,800	4			June
······································		.,	.,	.,			100	
Total Annual Instructional Minutes	42,240	52,640	54,680	56,040	https://www.cde	ca.gov/fg/aa/pa/ir	structionaltimetab	le.asp
Required Minutes	36,000	50,400	54,000	54,000		gottigraarpani		
Over or (Under)	6,240	2,240	680	2,040				
Total Number Instructional Days	176	176	176	176				

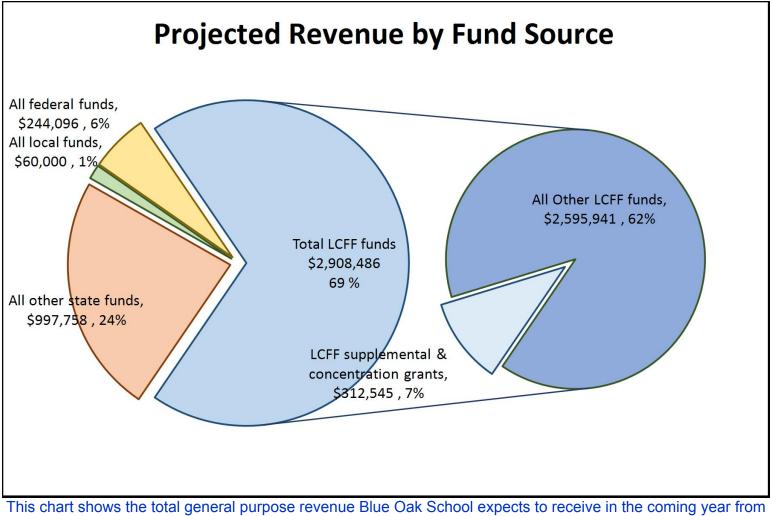


# BLUE OAK SCHOOL A WALDORF-INSPIRED PUBLIC CHARTER (K-8)

## **LCFF Budget Overview for Parents**

Local Educational Agency (LEA) Name: Blue Oak School CDS Code: 04 61424 6119523 School Year: 2023-24 LEA contact information: Susan Domenighini Executive Director sdomenighini@blueoakcharterschool.org (530) 879-7483 ext 2003

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

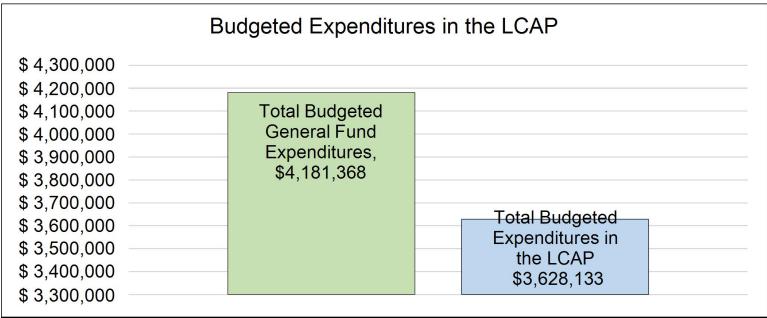


all sources.

The text description for the above chart is as follows: The total revenue projected for Blue Oak School is \$4,210,340, of which \$2,908,486 is Local Control Funding Formula (LCFF), \$997,758 is other state funds, \$60,000 is local funds, and \$244,096 is federal funds. Of the \$2,908,486 in LCFF Funds, \$312,545 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

#### **LCFF Budget Overview for Parents**

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



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

The text description of the above chart is as follows: Blue Oak School plans to spend \$4,181,368 for the 2023-24 school year. Of that amount, \$3,628,133 is tied to actions/services in the LCAP and \$553,235 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

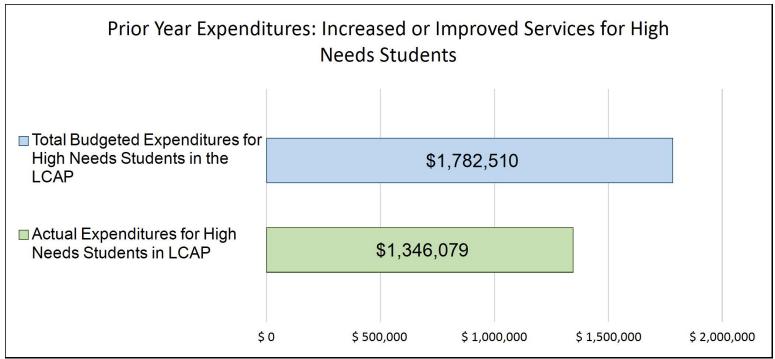
Amounts not budgeted in the LCAP consist of administrative expenses.

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

In 2023-24, Blue Oak School is projecting it will receive \$312,545 based on the enrollment of foster youth, English learner, and low-income students. Blue Oak School must describe how it intends to increase or improve services for high needs students in the LCAP. Blue Oak School plans to spend \$664,742 towards meeting this requirement, as described in the LCAP.

#### **LCFF Budget Overview for Parents**

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



This chart compares what Blue Oak School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Blue Oak School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Blue Oak School's LCAP budgeted \$1,782,510 for planned actions to increase or improve services for high needs students. Blue Oak School actually spent \$1,346,079 for actions to increase or improve services for high needs students in 2022-23.

The difference between the budgeted and actual expenditures of \$-436,431 had the following impact on Blue Oak School's ability to increase or improve services for high needs students:

Blue Oak's supplemental and concentration funding is estimated to decline to \$272,367. Blue Oak maintained expanded services at the planned \$1.7+ million level by supporting actions with other federal and state funding not included in the LCFF calculation of \$1.3 million. Overall, Blue Oak's total expenditures exceeded the planned \$3.5 million by \$300K.



# BLUE OAK SCHOOL A WALDORE-INSPIRED PUBLIC CHARTER (K-8)

## 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
Blue Oak School	Susan Domenighini	sdomenighini@blueoakcharterschool.org
	Executive Director	(530) 879-7483 ext 2003

## Plan Summary [2023-24]

#### **General Information**

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

Vision: To be a model for successful education of the whole child.

Mission: To nurture and deepen each child's academic and creative capacities using methods inspired by Waldorf education in a public school setting.

Blue Oak Charter School ("Blue Oak" or "the Charter School") is a tuition-free Waldorf-inspired, K-8, public school that opened in September of 2001 with seventeen children and one teacher. Today the school supports approximately 300 children and 30 employees and represents families from all of Butte and surrounding counties. At Blue Oak, our first priority is to provide an education that excites and interests the students. Our Waldorf-inspired/Common Core-based curriculum helps develop a lifelong love of learning, and prepares each child for active & ethical citizenship; critical thinking, self-awareness, creative imagination, & social responsibility. The curriculum is molded by each teacher to address the individual and developmentally appropriate needs of the class. Science and Social Studies are interconnected with English, Math, art, music, and movement through storytelling. Kindergarten is play-based which helps students develop positive relationships and prepares them for the more academic work of the first grade and beyond. Classes loop, staying together with their teacher for multiple years. This increases the teacher's understanding of each student's needs and builds the strength of relationships that last into high school and beyond. Specialty subjects include Spanish, music, handwork, and & movement.

#### **Reflections: Successes**

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

Through the pandemic Blue Oak Charter continued its focus on improving academic outcomes. Our math scores held at the same level throughout the pandemic. Our English language scores continued to improve. With this continued work and practice Blue Oak now exceeds the state average. We also beat the average in suspension raters. The faculty and staff are committed to supporting all students by providing and intentional whole-child approach serving the needs of all students safely and with compassion, going Though state testing was not publicly shared during the 2020-21 school year Blue Oak utilized it as part of the local assessments. Blue Oak continues to work within the Multi-Tiered Systems of Support and has received the California Community School Partnership Planning Grant to continue to work on ways to provide for student and family needs.

#### **Reflections: Identified Need**

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

Chronic Absenteeism continues to be Blue Oaks biggest area of need. A second administrator was hired mid year to implement an improvement plan. This has begun and the full impact will be seen is 2023-24.

## **LCAP Highlights**

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

Three goals were developed to align with the categories established by the state, Conditions of Learning, Pupil Outcomes, and Engagement. Actions established to support the attainment of the goals reflect input from the community. The financial component of the LCAP now reflects the full budget. Areas of the most focused change include increased focus on counseling and social emotional learning, continued curriculum development to improve English Language Arts instruction and the representation of divers populations, extended learning support through the aide positions and through increased after school programs, improved integration of Special Education supports & universal Design for learning.

#### **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.

Blue Oak is a single school Local Education Agency (LEA), as such our full program is 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.

Blue Oak develops support and improvement plans by reviewing the data from assessments, dash board, and stakeholder input.

#### Monitoring and Evaluating Effectiveness

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

Blue Oak monitors and evaluates the plan through regular work with Faculty, All Staff, Finance Committee, Leadership and Charter Council Meetings

## **Engaging Educational Partners**

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

Blue Oak utilizes stakeholder surveys (May 2023), leadership review and discussion (April 2023), Staff Meeting (May 2023, board meetings (Monthly), data review, and town hall meetings (April 2023)

A summary of the feedback provided by specific educational partners.

Blue Oak utilized the Whole Child Resource Map to engage the community in conversation around a safe, engaged, healthy challenged, and supported student body, families and staff.

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

Parents and staff stakeholder groups both requested and endorsed continued work on trauma informed practices, diversity in instructional materials. professional development and communication.

## **Goals and Actions**

#### Goal

Goal #	Description
1	Provide a safe, healthy, equity based environment focused on meeting the needs of the whole child with well trained staff and a Common Core inclusive curriculum through a Waldorf inspired pedagogy.

An explanation of why the LEA has developed this goal.

Blue Oak developed this goal to address the Conditions of Learning including Common Core alignment, Course Access and Basic Services.

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

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Teacher alignment from California Teacher Credentialling	All classroom and core subject teacher credentials align with the assignments. 15% of our teachers are non-core subjects and are not fully credentialed	All classroom and core subject teacher credentials align with the assignments. 15% of our teachers are non-core subjects and are not fully credentialed this is a new requirement for charters from the State of California and a plan is being developed for credentialing the 2 part-time teachers.	All classroom and core subject teacher credentials align with the assignments. 15% of our teachers are non-core subjects and are not fully credentialed this is a new requirement for charters from the State of California and a plan is being developed for credentialing the 2 part-time teachers. We were unable to find a credentialled Spanish for 22-23, but have one for 23-24		All Teachers will be fully credentialed by 2024-25.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Meeting minutes for BOCC, Safety Committee, Staff Meetings completion records for: New site plan Annual Safety Plan Continue ALICE Mandated reporter FIT Surveys Counseling Services Behavior referrals	Behavior Referrals 2019: 696 2021 FIT, 20-2021 Counseling referrals not available	2020-21 Behavior Referrals were not reflective of the work due to the COVID hybrid program. 2022 Behavior referrals: 85 as of March 2022, a significant decrease. counseling referrals: not available. BOCC continues to work with community contracts on a new site, estimated move-in is 7/2023.	2020-21 Behavior Referrals increased as students who had been isolated during COVIE returned. A Wellness room was offered daily through the support of Chico State interns. Positive Behavior reward system was solidified to include attendance. BOCC continues to work with community contracts on a new site, estimated move- in is 7/2025		Increased FIT assessment to an average of 2. Reduce referrals by 10%
Review potential options to improve the healthy options for school lunches	Chico Unified's current nutrition offerings	Blue Oak began review of required work to move nutrition back to Blue Oak staff	Blue Oak continues this work and will be returning to supplying lunches directly for 23-24		Reduce prepackaged and high sugar content foods while maintaining or decreasing food waste.
Pedagogical Team notes Equity task force notes Faculty Minutes All Staff Minutes Block & Lesson Plans	Current materials listing and rubric.	Novel sets have been reviewed and listing per grade level established. A list of those we definitely wish to keep has been established. The Pedagogical Team will continue the review of			Adopt standards for social justice, establish and implement criteria for materials choices through the grades.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		the remaining lists for diverse representation.			
Plan development Plan Implementation	There is no existing Professional Development Plan	A Professional Development calendar was established and implemented. Faculty asked that we choose and focus on one major area for 2022- 23. representatives on Leadership recommended that behavior be the focus to support increasing student time in classes.	Faculty requested. Trauma informed practices, verbal de- escalation, positive intervention A new calendar, aide training and Waldorf certification were the foucs		Establishes Professional Development Plan with two years of implementation.
Curriculum approval purchase and use iReady & CAASPP scores Block Plans IEP's	The math curriculum has been adopted. ELA adoption is in the pilot state. Block SPED / GE integration is not fully implemented. iReady use is at a medium level	CAASPP and iReady are fully implemented. Work to integrate SPED & GE services continue. Aides have been made available for classroom teachers at all levels to support SPED needs.	Increased integration of Special Education and General education planning. Consistent use of behavioralist.to address students with significant behavioral needs.		Full use of iReady and CAASPP data clear intervention strategies to be used throughout the grades, curriculum review and adoption process by 2024,
Master schedule	specialties address course access.	Research was done to see how we could better articulate our courses. Work still in progress.	Specialty courses were balanced to allow for more consistent weekly instruction. Blue Oak does not qualify for		Access to articulated courses for career tech education through use of available rubrics and potential grant funding.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			CTE funding at this time.		

#### Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Teacher Assignment	Classroom teachers and support teachers are 100% aligned. Implement a three year plan to align Specialty Teachers to meet 2025 compliance alignment	\$1,308,385.00	No
1.2	Support of physically safe environment	Plan for a new site by 2023. Continue Annual Safety Plan and training such as ALICE and Mandated reporter	\$1,015,652.00	No
1.3	Provide healthier lunch options	Review potential options to improve the healthy options for school lunches - no costs during 2021/22.		No
1.4	Address needs of EL, Foster Youth, Homeless, Low income, Special Education, & students of color Implementing Social Justice Standards Unpack the Waldorf language and curriculum to address equity Book sets	Review for potential approval and Implementation Social Justice Standards Unpack the Waldorf language and curriculum to address equity Book sets Curriculum at a glance, Festivals, Field trips or other. Costs include activities, curriculum costs captured in Goal 1/ Action 6, faculty costs captured in Goal 1/ Action 1.		Yes

Action #	Title	Description	Total Funds	Contributing
	Curriculum at a glance Festivals Field trips Other			
1.5	Develop a formalized Professional Development Plan and planning process to assure	Clarity Professional Development needs and formalizes a plan including but not limited to: How new teachers/aides/support staff on-boarded Orientation traditions/expectations. Use of Waldorf/Other Mentors. Universal Design for Learning Common Core Curriculum Sadlier Bridges CPM Waldorf Summer Art of & other Waldorf training Social Emotional Learning Restorative Practices Trauma-Informed Practices Non- Violent Communication Nurtured Heart, Anti-bias, Mentor/Induction support, SPED Assessments Collection and use of assessment data, Test prep How to choose assessments, how to use iReady, ELPAC Costs include professional development, faculty costs captured in Goal 1/ Action 1.	\$25,446.00	No Yes
1.6	Common Core Curriculum Adoption Standard Aligned instructional & intervention materials Sadlier Bridges CPM Block Integration SPED / GE integration	Aligned instructional & intervention materials Sadlier Bridges CPM Block Integration SPED / GE integration	\$63,000.00	No
1.7	Course Access Specialties	Specialties Faculty costs captured in Goal 1/ Action 1.	\$337,727.00	Yes

#### Goal Analysis [2022-23]

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

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

This goal was carried out through staff assignments, community meetings, staff and faculty meetings. The full staffing of the Wellness room allowed for a significant increasing in services with little extra costs

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

There were no significant differences between estimated and actual expenditures for this goal.

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

Measurement of specific actions toward goals was difficult to assess due to the effects of COVID isolation on the student and family population. Teacher shortages also affected the goals.

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

There are no planned changes to this goal for the 23-24 school year.

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

## **Goals and Actions**

#### Goal

Goal #	Description
2	Provide an educational program that fully engages the whole child and family, supporting emotionally healthy individuals and community

An explanation of why the LEA has developed this goal.

Blue Oak developed this goal to address Pupil Outcomes including Student achievement and other student outcomes.

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

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Office staff job description Parent Council Minutes Parent Square posts School Calendar	Volunteering and parent involvement data will begin to be tracked in the 2021-22 school year. This was not tracked during the pandemic as restrictions significantly curtailed engagement. 100% of families received Parent Square notifications.	We were able to re- engage with parents in March of 2022 after state restrictions were reduced	Blue Oak continues to work on re-engaging parents. Parent Council became more effective in its role of supporting Festivals, fundraising, and leadership.		Parent Square of other engagement platforms will continue to serve 100% of families. 70% of families will engage in volunteering, events or communication annually.
Training and implementation plans	FIA assessment of Universal Design for Learning	A professional development schedule was implemented including Universal	Effort focused on improved integration of SPED with general education programs.		Achieve a minimum of a 2 on the FIA assessment.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		Design for Learning. 2022-23 will focus on behavior training and support including PBIS			
SEL implementation Social work interns	Establish a plan for increasing the focus on social emotional learning.	We lost significant staff mid year. Plans were established but we struggled with implementation. We continue to focus on SEL implementation through our behavior team.	Chico State interns were scheduled to support the Wellness room and emotional support for students. An assistant director was hired to focus on behavior. SEL curriculums were researched for potential implementation next year. Blue Oak applied for and received the CCSPP grant		Full implementation of Social Emotional Learning plan

#### Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Parent Involvement	Improve Parent Support including Volunteer Coordinator New Parent Orientation Parent Council Support Festival Support Support Parent to Parent Connection Website improvement Parent Square Acorn Other notifications Parent Education Class Meetings Schoolwide Nights Festivals and Concerts Representative Council. Costs include parent communications, faculty costs captured in Goal 1/ Action 1.	\$51,137.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.2	Student Engagement	Universal Design for Learning Differentiation Growth Mindset Pre- school program - 2021/22 costs captured in Goal 1/ Action 1.		Yes
2.3	School Climate	Integrated Services Family Support Social-Emotional Support Trauma- Informed Environment Restorative practices Student Leadership Group Increase students' understanding of caring for their mental health and well-being. Reduce chronic absences. Reduce suspensions. Continue staff support: Employee Assistance Program Standard Operating Procedures & Policies Student Staff / Human Resources Columns of Clarity 3 D's	\$361,179.00	Yes

#### Goal Analysis [2022-23]

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

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

This goal was carried out through readjustments in the administrative job assailments and filling empty positions from last year.

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

There is no material differences between budgeted expenditures and estimated actual expenditures.

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

The adjustment in administration moving Special Education to the Executive Director and redefining the Assistant Director's position to focus on general education especially behavior and attendance saw an improvement in student and teacher support overall. This puts us in a good place to launch improved social emotional instruction and to continue to work on reengaging parents.

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

An adjustment is staffing to focus more on parent communication balanced with the new Assistant Director focus came from input and reflection on the outcomes this year.

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. Table.

## **Goals and Actions**

#### Goal

Goal #	Description
3	Provide a strong academic program designed to meet the needs of the whole child.

An explanation of why the LEA has developed this goal.

Blue Oak developed this goal to address Engagement including Parent Involvement Student Engagement and School Climate.

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

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Formal assessments	2019 dashboard is yellow in both English Language Arts and Mathematics. Both areas show Blue Oak to be below standards	The dashboard was not available in 2020 or 2021. we continue to track assessments and see improvement in local assessment measures.	The 2022 dashboard shows significant improvement in ELA scores. Math continues to hold.		Achieve green or blue on the school dashboard. Reduct numbers belop standard by 5 points per year.
Master schedule Field trip plans Block plans Student work	Developed and measured by individual teachers through block planning.	Experiential learning decreased significantly during the the COVID 19 pandemic. Teachers continued to implement both civic engagement and experiential learning in the school environment as practical.	Classes re engaged with experiential learning with field trips, visiting speakers and performances		Have a consistent plan developed and implemented focusing on experiential learning and civic engagement

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Block Plans Faculty & grade level meetings minutes student work	Schoolwide expectations for extension activities				Implement a clearly outlined plan for engaging higher level students
Standard Operating Procedures Data collection practices	Establish schoolwide practices				Implement improved data collection practices

#### Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Student Achievement Assessments	Establish a Standardized Assessment schedule in ELA for K-8 in addition to iReady when appropriate. Review Aeries Analytics for potential full implementation. Improve reading materials and review reading instruction plan for grades1-4. Strengthen Math Program Common formative and summative assessments for grade-level partners Interventions Special Education Increase afterschool programs for middle school to include Math Reading Handwork Chess Student Leadership/Civics Kindergarten hours	\$465,607.00	Yes
3.2	Other Student Outcomes	Civic Engagement Critical Thinking / Problem Solving Experiential Learning Handwork Field trips Garden Costs captured in Goal 1/ Action 1and Goal 3/ Action 1.		Yes

#### Goal Analysis [2022-23]

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

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

Implementation of a schoolwide English Language Arts curriculum continues to benefit the school performance. RTI for reading is effective in addressing both high achievers and struggling students. Improved work through SPED on data collection highlighte the important of setting realised implementable data collection practices.

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

There were no material differences between budgeted expenditures other than those caused by increases in teacher salaries.

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

Both our internal and state level assessments continue to show improvement in ELA in the lower grades. Math has not shown the same level of improvement, though we have held steady while others have dropped.

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

Two additional actions were created to increase focus and understanding of our work with higher level students and data collection. We will refocus on math instruction this yea.

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. Table.

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

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$312,545	0

#### Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year			Total Percentage to Increase or Improve Services for the Coming School Year
12.17%	0.00%	\$0.00	12.17%

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

#### **Required Descriptions**

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

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

Blue Oak will use support staff faculty and Chico State interns to implement important supports to foster, homeless English learnings and low-income youth. This will be done through Increase mental health and behaviour support services, increased ELA support, Increase classroom aide support and afterschool programs

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

N/A

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	N/A	21:1
Staff-to-student ratio of certificated staff providing direct services to students	N/A	15:1

#### 2023-24 Total Expenditures Table

Tota	als	LCFF Funds	Other State Funds	Local Funds	s Federal Fur	nds	Total Funds	Total Personnel	Total Non- personnel	
Tota	als	\$2,386,279.00	\$997,758.00		\$244,096.0	00	\$3,628,133.00	\$2,713,717.00	\$914,416.00	
Goal	Action #	Action T	Title Stud	lent Group(s)	LCFF Funds	Oth	er State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Teacher Assig	gnment All		\$1,037,184.00	:	\$144,726.00		\$126,475.00	\$1,308,385.00
1	1.2	Support of ph safe environm			\$637,678.00	:	\$377,974.00			\$1,015,652.00
1	1.3	Provide health lunch options								
1	1.4	Address need Foster Youth, Homeless, Lo income, Spec Education, & of color Imple Social Justice Standards Un the Waldorf la and curriculur address equit sets Curriculu glance Festiva trips Other	Fost bw Low ial students menting pack anguage m to y Book im at a	ish Learners er Youth Income						
1	1.5	Develop a for Professional Development and planning to assure	Engl Plan Fost	ish Learners er Youth Income			\$25,446.00			\$25,446.00
1	1.6	Common Con Curriculum Ac Standard Alig instructional & intervention m Sadlier Bridge Block Integrat SPED / GE integration	doption ned aterials es CPM		\$46,675.00		\$16,325.00			\$63,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.7	Course Access Specialties	English Learners Foster Youth Low Income	\$337,727.00				\$337,727.00
2	2.1	Parent Involvement	English Learners Foster Youth Low Income	\$51,137.00				\$51,137.00
2	2.2	Student Engagement	English Learners Foster Youth Low Income					
2	2.3	School Climate	English Learners Foster Youth Low Income	\$261,179.00	\$100,000.00			\$361,179.00
3	3.1	Student Achievement Assessments	English Learners Foster Youth Low Income	\$14,699.00	\$333,287.00		\$117,621.00	\$465,607.00
3	3.2	Other Student Outcomes	English Learners Foster Youth Low Income					

#### 2023-24 Contributing Actions Table

LCF	ojected F Base rant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	D Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage Improved Services (%)	PlannedPercentage torcentage ofIncrease ormprovedImproveServicesServices for		Totals by Type	Total LCFF Funds
\$2,5	67,630	\$312,545	12.17%	0.00%	12.17%	\$664,742.00	0.00%	25.89	%	Total:	\$664,742.00
										LEA-wide Total:	\$0.00
										Limited Total:	\$0.00
										Schoolwide Total:	\$664,742.00
Goal	Action #	Action	Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)		ocation	Expo Co	Planned enditures for ontributing tions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.4	Address needs Foster Youth, H Low income, S Education, & st color Implemen Justice Standa the Waldorf Ian curriculum to a Book sets Curr glance Festival Other	Homeless, pecial sudents of hting Social rds Unpack guage and ddress equity iculum at a	Yes	Schoolwide	English Le Foster You Low Incom	ıth	chools			
1	1.5	Develop a form Professional De Plan and plann to assure	evelopment	Yes	Schoolwide	English Le Foster You Low Incom	ıth	chools			
1	1.7	Course Access	Specialties	Yes	Schoolwide	English Le Foster You Low Incom	ıth	chools	\$3	337,727.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.1	Parent Involvement	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$51,137.00	
2	2.2	Student Engagement	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools		
2	2.3	School Climate	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$261,179.00	
3	3.1	Student Achievement Assessments	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$14,699.00	
3	3.2	Other Student Outcomes	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools		

#### 2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)	
Totals	\$3,526,936.00	\$3,822,620.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Teacher Assignment	No Yes	\$1,938,523.00	\$2,117,768
1	1.2	Support of physically safe environment	No	\$910,907.00	\$964,964
1	1.3	Provide healthier lunch options	No		
1	1.4	Address needs of EL, Foster Youth, Homeless, Low income, Special Education, & students of color Implementing Social Justice Standards Unpack the Waldorf language and curriculum to address equity Book sets Curriculum at a glance Festivals Field trips Other	No Yes	\$20,000.00	\$21,893
1	1.5	Develop a formalized Professional Development Plan and planning process to assure	No Yes	\$25,446.00	\$25,446
1	1.6	Common Core Curriculum Adoption Standard Aligned instructional & intervention materials Sadlier Bridges CPM Block Integration SPED / GE integration	No Yes	\$81,000.00	\$112,392

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.7	Course Access Specialties	No		
			Yes		
2	2.1	Parent Involvement	No		
			Yes		
2	2.2	Student Engagement	No		
			Yes		
2	2.3	School Climate	No	\$47,006.00	\$53,450
3	3.1	Student Achievement Assessments	No	\$504,054.00	\$526,707
			Yes		
3	3.2	Other Student Outcomes	No		
			Yes		

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

LC Supple and Conce Gra (Input	LCFF Ex Supplemental 4. Total Planned and/or Contributing		7. Total Es Expenditu Contribu Actio (LCFF Fu	ires for uting ns	s for Between Planned P ng and Estimated Expenditures for S		5. Total Plann Percentage c Improved Services (%)	of 8. Total Estimate				
\$272,	367.00	\$1,782,510.00	\$1,346,0	79.00	0 \$436,431.00 0.00%		0.00%	0.00%	0.00%			
Last Year's Goal #	Last Year's Action #	s Prior Action/Service Title		Incr	Contributing to Expenditu Increased or Contribu Improved Services? Actions (		/ear's Planned enditures for ontributing tions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)		
1	1.1	Teacher Assignmer	Teacher Assignment		eacher Assignment		Yes	\$1	,526,754.00	\$1,219,535		
1	1.4	Address needs of EL, Foster Youth, Homeless, Low income, Special Education, & students of color Implementing Social Justice Standards Unpack the Waldorf language and curriculum to address equity Book sets Curriculum at a glance Festivals Field trips Other			Yes	\$	20,000.00	\$21,893				
1	1.5	Develop a formalized Professional Development Plan and planning process to assure			Yes							
1	1.6	Common Core Curriculum Adoption Standard Aligned instructional & intervention materials Sadlier Bridges CPM Block Integration SPED / GE integration			Yes	\$	63,770.00	\$78,086				
1	1.7	Course Access Sp	ecialties		Yes							

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
2	2.1	Parent Involvement	Yes				
2	2.2	Student Engagement	Yes				
3	3.1	Student Achievement Assessments	Yes	\$171,986.00	\$26,565		
3	3.2	Other Student Outcomes	Yes				

#### 2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$2,262,090	\$272,367.00	0.00%	12.04%	\$1,346,079.00	0.00%	59.51%	\$0.00	0.00%

## Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

# **Introduction and Instructions**

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

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

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

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

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

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

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

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

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

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

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

## Plan Summary Purpose

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

#### **Requirements and Instructions**

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

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

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

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

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

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

## **Engaging Educational Partners**

#### Purpose

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

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

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

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

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

#### **Requirements and Instructions**

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

#### Local Control and Accountability Plan:

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

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

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

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

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

Prompt 2: "A summary of the feedback provided by specific educational partners."

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

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

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

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

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

## **Goals and Actions**

## Purpose

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

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

## **Requirements and Instructions**

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

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

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

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

### Focus Goal(s)

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

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

#### **Broad Goal**

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

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

#### Maintenance of Progress Goal

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

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

#### **Required Goals**

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

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

Consistently low-performing student group(s) goal requirement: An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated 2023-24 Local Control and Accountability Plan for Blue Oak School
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Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

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

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

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

#### Measuring and Reporting Results:

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

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

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

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

Complete the table as follows:

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

Timeline for completing the "Measuring and Reporting Results" part of the Goal.

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

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

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

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

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

#### Goal Analysis:

Enter the LCAP Year.

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

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

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

## Purpose

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

## **Requirements and Instructions**

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

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

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

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

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

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

#### **Required Descriptions:**

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

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

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

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

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

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

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

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

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

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

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

## For School Districts Only:

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

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

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

#### Actions Provided on a Schoolwide Basis:

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

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

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

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

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

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

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

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

## **Action Tables**

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

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

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

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

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

## **Data Entry Table**

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

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

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

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

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

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

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

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

## **Contributing Actions Table**

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

## **Annual Update Table**

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

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

## **Contributing Actions Annual Update Table**

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

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

## LCFF Carryover Table

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

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

## **Calculations in the Action Tables**

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

#### **Contributing Actions Table**

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

#### **Contributing Actions Annual Update Table**

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

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

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

#### LCFF Carryover Table

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

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

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

California Department of Education January 2022



## **Executive Director's Report**

Finance Committee Susan Domenighini June 2023



## **Staffing Report**

Susan Whittlesey's retirement came as a surprise. Shelia Moss asked to return to kindergarten, her first love. We have interviewed and offered a position to a new second-grade teacher. The councilor and Spanish positions are also filled. We will be looking for two new aide positions to replace those moving on.

## **Summer Goals**

The year-round staff continues to work on completing 22-23 tasks and starting on 23-24.

## **Summer School**

Will be open from July 31st to August 11th.

## **Increased Insurance Costs**

SELF, the excess liability fund increased the per ADA cost substantially. We have been expecting this.

The rest is on the agenda

## **Reorganization of Support Staff**

When there are changes in personnel it is always an opportunity to look at staffing and what best serves the community.

The following considerations have led to the current staffing position changes

- 1. The need for Blue Oak to address Attendance and Behavior more directly
- 2. The adoption of <u>Universal Design for Learning</u> to support all students in the general education classroom environment
- 3. The need for focus on superintendent-level work such as engagement with the Chico community, charter advocacy, and the development of a new site
- 4. Implementation of Expanded Learning and Potential Preschool
- 5. Increased need for Human Resource Services
- 6. Need for increased focus on technology use
- 7. The continued need for marketing/social media work
- 8. Increased need for data collection
- 9. Need to continue marketing plan
- 10. Increased support for parent volunteers in the community

#### Changes

- 1. The Executive Director takes over oversight of Special Education
- 2. The Interim Assistant Director will become a permanent position
- 3. The Executive Assistant position will be changed to include Human Resources and Office Manager making this the confidential employee position
  - a. The Office Manager Position was recommended in the review done by a previous board
- 4. The Business Office Assistant will take higher responsibility for technology support and inventory
- 5. Elimination of The Wellness Coordinator position
- 6. Establish a new position or adjust current positions to support volunteers, behavior, and social media

#### No significant increase in cost is anticipated

## Expanded Learning Schedule 2023-24

30 additional days

Summer School	July 31-August 11, 2023	10 days
Conferences	November 17, 2023	1 day
Teacher Inservice	January 8, 2024	1 day
Presidents' Weekend Friday	February 16, 2024	1 day
Spring Break	March 18-22, 2024	5 days
Teacher Work Day	May 17, 2024	1 day
Last day for Chico Unified	June 7th, 2024	1 day
WOW Camp	June 17-28. 2024	10 days
		30 total days

	Next step	Estimated Cost
Summer School 1-6	Finalize Plan confirm attendees	\$15,000
Morning drop off 7:15 additional hour a day for 2 staff	Increase morning aide staff coverage	\$5280
Afterschool program 3:00-4:15	Plan and staff clubs	\$17,600
Additional days during the school year	Staffing	\$5,000
Thursday care 3.5 hours 12:45-4:15	Staffing	\$2,940
WOW Camp June	Research & Planning	\$10,000

Amanda Hurd - admin		\$28,000.00
	Total	\$83,820

If there are remaining funds support supplies &/or kindergarten aftercare.