



Peak Prep Pleasant Valley

Board Meeting Agenda
Wednesday May 19th, 2021
4pm

Teleconference Locations:

Executive Order N-29-20 Waives or Revises Brown Act Requirements Temporarily.

Under this Executive Order, the following rules apply: Charter schools may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Charter schools still need to comply with the timelines for posting agendas, including putting the agenda as a direct link on their website. The agenda must give notice of the means by which members of the public may observe and participate (e.g., conference call dial-in number, etc.). The agenda does not need to list the address from where each Board member will be calling in, agendas do not need to be posted at those locations, and the charter school does not need to make those locations accessible to the public or ensure that members of the public may address the body at those locations. A quorum of the Board does not need to participate from locations within the boundaries of the territory over which the charter school exercises jurisdiction. These changes only apply during the period in which state or local public health officials have imposed or recommended social distancing measures.

Join Zoom Meeting

<https://us02web.zoom.us/j/86350189931?pwd=ZGk4QzJNTDVGa2xKeDhLb0dJYnJUQT09>

Meeting ID: 863 5018 9931

Passcode: 9XUppU

One tap mobile

+13126266799,,86350189931#,,,,*725574# US (Chicago)

+19292056099,,86350189931#,,,,*725574# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 863 5018 9931
Passcode: 725574

Find your local number: <https://us02web.zoom.us/j/86350189931>

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contact Superintendent, Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Head of School's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

I. PRELIMINARY MATTERS

A. Call to Order:

Meeting was called to order by Board Director at: _____

B. Roll Call

Board Member	Present	Absent
Marlo Hartsuyker		
Natalie Adams		
Sandra Taylor		
Alana Miller		

C. Swear in New Board Member.

D. Motion to adopt the agenda was moved by _____

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

II. PUBLIC COMMENT The public may comment on any item that is on the agenda or any other item that is in the Board's jurisdiction. No presentation shall be more than five (5) minutes and the total time for this purpose shall not exceed thirty (30) minutes. Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

III. Public Hearing –Local Control and Accountability Plan (LCAP)

The board will conduct a public hearing to allow members of the public to make comments on the Local Control and Accountability Plan (LCAP).

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs (CDE, 2021).

IV. Information, Discussion and Action items

A) Approval of Consent Agenda. *Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.*

1. Approval of Financial Statement. *The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the April 1st, 2021 through April 30th, 2021 Financial Statements.*

2. Approval of Board Report of Commercial Checks
The Chief Business Official recommends that the Board of Directors approve the commercial payments as listed on the April 1st, 2021 through April 30th, 2021 Board Report of Checks.

3. Approval of Board Report of Purchase Orders
The Chief Business Official recommends that the Board of Directors approve the purchase orders as listed on the April 1st, 2021 through April 30th, 2021 Board Reports.

4. Approve Minutes from 4/21/2021 Board Meeting.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

B) Superintendent Report (No Action, just reporting out different aspects of the school program)

- a. Highlights
- b. Programs/Academic Resources updates, if any.
- c. Upcoming Compliance Dates

- C) The Board will review and consider the approval of the Extended Learning Grant.** Pursuant to Education Code Section 43522(e)(1), the Board will approve the Expanded Learning Opportunities Grant Plan, which is required on or before June 1, 2021. The plan includes how the funds will be used in accordance with EC section 42522(b).

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

- E. The Board will review and consider Community Engagement options for the 2021-2022 school year.** Peak is looking at multiple Community Engagement options for student enrollment.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

- F. The Board will review and consider the renewal of Business Service Authority (BSA) for the 2021-2022 school year.** Ventura County of Education’s BSA provides Peak’s back office services (i.e. budget, financial statements, payroll processing). The agreement is similar to 2020-2021 school year.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

V. Board Members Remarks and Announcements

VI. ADJOURNMENT

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

Adjourned at:

Checks Dated 04/01/2021 through 04/30/2021					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5038800118	04/01/2021	Anthem Blue Cross	620-9534		23,213.61
5038800119	04/06/2021	Bishop, Shalen	620-4300	832.47	
			620-5901	750.81	1,583.28
5038800120	04/06/2021	ALLTECH ENTERPRISES, LLC	620-4400	931.64	
			620-5800	4,550.00	5,481.64
5038800121	04/12/2021	Anthem Blue Cross	620-9534		23,442.93
5038800122	04/12/2021	Flipswitch Marketing LLC	620-5800		5,000.00
5038800123	04/12/2021	PLEASANT VALLEY SCHOOL DIST	620-5600		1,183.50
5038800124	04/14/2021	ALLTECH ENTERPRISES, LLC	620-4400	931.64	
			620-5800	440.00	1,371.64
5038800125	04/15/2021	T-Mobil USA Inc	620-5902		240.00
5038800126	04/15/2021	Ciolino, Sabrina N	620-5800		560.40
5038800127	04/22/2021	Oxford Consulting Services Inc	620-5800		5,116.67
5038800128	04/26/2021	Kaiser Foundation Health Plan	620-9534		1,488.20
5038800129	04/28/2021	The Lincoln National Life Insurance Company	620-9539		565.10
			Total Number of Checks	12	69,246.97

Fund Recap

Fund	Description	Check Count	Expensed Amount
620	Peak Prep	12	69,246.97
		Total Number of Checks	12
		Less Unpaid Tax Liability	.00
		Net (Check Amount)	69,246.97

Includes Purchase Orders dated 04/01/2021 - 04/30/2021

PO Number	Vendor Name	Order Location	Object Description	Resource Description	Account Amount
P3821-00036	ALLTECH ENTERPRISES, LLC	Peak Prep	NoCptlzdEquip	Unrestricted	931.64
P3821-00037	Flipswitch Marketing LLC	Peak Prep	Prof/ConslServ	Unrestricted	10,000.00
P3821-00038	Northwest Evaluation Assoc.	Peak Prep	Prof/ConslServ	Unrestricted	3,500.00
P3821-00039	ALLTECH ENTERPRISES, LLC	Peak Prep	Prof/ConslServ	Unrestricted	319.65
P3821-00040	ALLTECH ENTERPRISES, LLC	Peak Prep	Prof/ConslServ	Unrestricted	134.10
Total Number of POs			5	Total	<u>14,885.39</u>

Fund Recap

Fund	Description	PO Count	Amount
620	Peak Prep	5	14,885.39

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Fund 620 - Peak Prep **Fiscal Year 2020/21 Through May 2021**

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	Revenue Limit State Aid Curr	1,955,786.00	1,914,761.00	1,254,377.00	660,384.00	65.51
8012	Education Protection Act	58,136.00	58,136.00	43,594.00	14,542.00	74.99
8019	Revenue Limit State Aid Prior			41,305.00-	41,305.00	NO BDGT
8096	Trs In-Lieu from Property Tax	1,031,670.00	1,031,670.00	639,675.00	391,995.00	62.00
	Total LCFF Revenue Sources	3,045,592.00	3,004,567.00	1,896,341.00	1,108,226.00	63.12
Federal Revenue						
8181	Special Education Entitlement	50,000.00	50,000.00		50,000.00	
8290	All Other Federal Revenue	41,242.00	21,144.00	21,144.00		100.00
	Total Federal Revenue	91,242.00	71,144.00	21,144.00	50,000.00	29.72
Other State Revenues						
8550	Mandated Cost Reimbursements	10,206.00	10,206.00	10,205.00	1.00	99.99
8560	State Lottery Grant	86,423.00	72,955.00	89,874.57	16,919.57-	123.19
8590	Other State		25,956.00	136,791.00	110,835.00-	527.01
	Total Other State Revenues	96,629.00	109,117.00	236,870.57	127,753.57-	217.08
Other Local Revenue						
8660	Interest		5,000.00	5,418.09	418.09-	108.36
8699	All Other Local Revenue		1,302.00	1,301.70	.30	99.98
8792	Transfers of Apportionments Fr	120,000.00	120,000.00		120,000.00	
	Total Other Local Revenue	120,000.00	126,302.00	6,719.79	119,582.21	5.32
	Total Year To Date Revenues	3,353,463.00	3,311,130.00	2,161,075.36	1,150,054.64	65.27

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Teacher	1,501,406.00	1,457,460.00	236,272.84	1,112,862.83	108,324.33	76.36
1110	Substitute Teacher				6,410.00	6,410.00-	NO BDGT
1130	Certificated Stipends	42,500.00	42,500.00	10,000.00	10,000.00	22,500.00	23.53
1200	Certificated Pupil Support Sal	105,000.00	93,974.00	17,812.06	66,499.71	9,662.23	70.76
1300	Certificated Administrators	260,001.00	260,001.00	43,036.29	206,422.36	10,542.35	79.39
1330	Administration Stipend	2,500.00	2,500.00	2,500.00			
1900	Other Certificated Salaries	18,000.00	18,000.00		9,555.00	8,445.00	53.08
	Total Certificated Salaries	1,929,407.00	1,874,435.00	309,621.19	1,411,749.90	153,063.91	75.32
Classified Salaries							

Fund 620 - Peak Prep		Fiscal Year 2020/21 Through May 2021					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Classified Salaries (continued)							
2400	Clerical & Office Salaries	45,931.00	57,899.00	7,466.21	42,124.33	8,308.46	72.75
Total Classified Salaries		45,931.00	57,899.00	7,466.21	42,124.33	8,308.46	72.75
Employee Benefits							
3301	OASDI/Medicare Certificated	146,216.00	135,900.00	23,674.47	101,345.41	10,880.12	74.57
3302	OASDI/Medicare Classified	3,514.00	4,359.00	571.16	3,152.00	635.84	72.31
3401	Health/Dental/Vision Cert	154,479.00	169,480.00		125,365.47	44,114.53	73.97
3402	Health/Dental/Vission Class	4,720.00	4,720.00		3,540.31	1,179.69	75.01
3501	SUI Certificated	965.00	892.00	1,032.88	662.37	803.25-	74.26
3502	SUI Classified	23.00	28.00	25.74	20.61	18.35-	73.61
3601	Workers' Comp Certificated	31,063.00	29,108.00	4,984.87	21,797.71	2,325.42	74.89
3602	Workers' Comp Classified	739.00	900.00	120.24	648.30	131.46	72.03
3901	403B and OtherBenCert		4,647.00		3,444.63	1,202.37	74.13
Total Employee Benefits		341,719.00	350,034.00	30,409.36	259,976.81	59,647.83	74.27
Books and Supplies							
4100	Texbooks	310,261.00	310,261.00		273,037.80	37,223.20	88.00
4300	Materials and Supplies	45,000.00	45,000.00		27,012.58	17,987.42	60.03
4400	Non-Capitalized Equipment				1,863.28	1,863.28-	NO BDGT
Total Books and Supplies		355,261.00	355,261.00	.00	301,913.66	53,347.34	84.98
Services and Other Operating Expenditures							
5200	Travel and Conference	5,000.00	5,000.00		112.88	4,887.12	2.26
5210	Mileage				579.60	579.60-	NO BDGT
5220	Staff Development	14,000.00	14,000.00		3,749.48	10,250.52	26.78
5300	Dues and Memberships	3,000.00	3,000.00		385.00	2,615.00	12.83
5450	Other Insurance	13,533.00	13,533.00		13,533.00		100.00
5600	Repair, Maintenance Building	18,000.00	18,000.00		12,875.00	5,125.00	71.53
5800	Professional/Consultion Servic	162,718.00	162,308.00	21,564.18	97,145.72	43,598.10	59.85
5801	Audit Services	13,050.00	13,050.00		8,452.50	4,597.50	64.77
5803	Business Services Authority	226,359.00	263,514.00		40,437.50	223,076.50	15.35
5899	Legal Services Box 14	100,000.00	100,000.00		9,243.00	90,757.00	9.24
5901	Communication Services-Phone				3,099.64	3,099.64-	NO BDGT
5902	Internet Services		400.00	479.70	701.30	781.00-	175.33
5903	Postage	900.00	900.00		558.59	341.41	62.07
Total Services and Other Operating Expenditures		556,560.00	593,705.00	22,043.88	190,873.21	380,787.91	32.15
Total Year To Date Expenditures		3,228,878.00	3,231,334.00	369,540.64	2,206,637.91	655,155.45	68.29

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 638, Starting Period = 1, Ending Account Period = 0, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)

ESCAPE ONLINE

Fund 620 - Peak Prep		Fiscal Year 2020/21 Through May 2021		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9110	Cash in County Treasury		1,808,525.51	1,808,525.51
9200	Accounts Receivable		1,261,735.24-	1,261,735.24-
9201	Accounts Receivable-Payroll		2,751.85	2,751.85
9290	Due From Other Governments		607,113.00-	607,113.00-
	Total Assets	.00	57,570.88-	57,570.88-
Liabilities				
9510	Accounts Payable		116,014.51-	116,014.51-
9530	Summer Pay Liability		2,935.84	2,935.84
9534	Health & Welfare Ins Payable		67,212.32	67,212.32
9535	State Unemployment Insurance		53.44	53.44
9536	Workers' Comp Ins Payable		2,783.40-	2,783.40-
9539	Miscellaneous Deductions		3,663.98	3,663.98
9590	Due to Other Governments		32,924.00	32,924.00
	Total Liabilities	.00	12,008.33-	12,008.33-
	Calculated Fund Balance	.00	45,562.55-	45,562.55-
Beginning Fund Balance				
9791	Beginning Fund Balance			
	Beginning Fund Balance Proof	.00	45,562.55-	45,562.55-
Change in Fund Balance - Excess Revenues (Expenditures)			(45,562.55)	

Memo Only - Ending Fund Balance Accounts				
	Adopted	Revised		
Reserves				
9720	Reserve for Encumbrances		369,540.64	369,540.64
Other Designations				
9790	Undesignated/Unappropriate	10,206.00	1,464,651.00	
9796 - 9799				
9796	Capital Assets Net of Debt	114,379.00	161,567.00	

Fund 620 - Peak Prep		Fiscal Year 2020/21 Through May 2021				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	3,353,463.00	3,311,130.00		2,161,075.36	1,150,054.64	65.27
B. Expenditures	3,228,878.00	3,231,334.00	369,540.64	2,206,637.91	655,155.45	68.29
C. Subtotal (Revenue LESS Expense)	124,585.00	79,796.00		45,562.55-	494,899.19	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	124,585.00	79,796.00		45,562.55-	494,899.19	
F. Fund Balance:						
Beginning Balance (9791)		1,546,422.00				
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	.00	1,546,422.00		.00		
G. Calculated Ending Balance	124,585.00	1,626,218.00		45,562.55-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	10,206.00	1,464,651.00				
Other	114,379.00	161,567.00		369,540.64		

Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Peak Prep Pleasant Valley	Dr. Shalen Bishop Superintendent	Shalen.Bishop@peak-prep.org 805-222-0025

The following is the local educational agency’s (LEA’s) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

As a virtual non-classroom based school, we only qualify for 15% of the funds. Within that 15%, we are required to provide support through hiring a paraprofessional. With the remaining \$11,000 funds, we have used feedback from our annual parent survey, discussions in staff meetings and other feedback throughout the year. The additional feedback includes, but not limited to, PAC meetings, School Site Council, conversations with staff and/or parents, and analyzing our internal program data.

Our focus is accelerating progress to close learning gaps through the implementation and expansion of tutoring and supports for credit deficient students to complete graduation or grade promotion requirements.

Within the annual parent survey there was a desire to have resources and support for students over the summer.
 Within the staff meetings and conversations there was a desire to provide additional credit recovery and summer support for high school students that are at-risk of not graduating on time.
 Within our PAC meeting, there was a desire for additional tutoring/intervention.

A description of how students will be identified and the needs of students will be assessed.

1. For our HS students that will get additional support over the summer:

The counseling team will assess transcripts and graduation plans. From there, they will identify HS students that are credit-deficient and at risk of not graduating on time.

2. For our students with disabilities:

The sped team will look at their caseloads and IEPs and identify students with disabilities that would benefit from the additional supplemental curriculum that is provided.

3. All K-5 students will be given full access to supplemental resources in language arts and math through Raz Kids and IXL. Although all K-5 students will have access, additional communication will be given to families that need to be using these resources.

Faculty will assess the needs on a regular basis and follow up where needed.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Parents will be informed through multiple avenues:

- 1) The counselor or special education teacher will reach out to inform of the opportunity and need for supplemental instruction and supports.
- 2) The Principal newsletter--Overall communication
- 3) Website
- 4) Homeroom Teacher will follow up with any family that may need following up.

Peak will communicate in the primary language the family has identified.

A description of the LEA's plan to provide supplemental instruction and support.

Our plan to provide supplemental instruction and support is through the following:

- 1) Utilizing a paraprofessional to provide additional classroom support (under the direction of the highly qualified teacher), 1:1 tutoring, and implementations of IEPs.
- 2) Provide access to our supplemental resources in language arts and Math (Raz Kids and IXL) throughout the summer.
- 3) Provide a teacher to oversee summer students, monitor progress and provide academic support.

Intervention and supplemental work will be targeted & tiered while providing intensive supports.

The two strategy areas of focus are accelerating progress to close learning gaps through the implementation and expansion of tutoring AND supports for credit deficient students to complete graduation or grade promotion requirements.

The instruction and support will be supported by our compassionate faculty. With strong communication, individual support and follow through, our staff will help foster a positive school culture and engaging learning experience

All of these supports provided by the ELO Grant are additional supports that will align with implementations provided by other relief funds to maximize our student supports.

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	0	
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	22,167	
Integrated student supports to address other barriers to learning	0	
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	0	
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	10,000	
Additional academic services for students	1,083	
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	0	

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Total Funds to implement the Strategies	33,250	

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

The ELO Grant fund is used for additional intervention that goes beyond the other federal funds to provide support for our at-risk HS students needing additional support and credits to meet graduation requirements. . In addition, it is used to provide supplemental Sped curriculum to provide additional intervention for our students with disabilities and provide summer supplemental resources for math and ELA. The other Emergency Relief funds will also be used for intervention and additional supplemental materials to foster learning and fill in the gaps from learning loss. Ultimately, our goal is to maximize student supports

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code (EC)* Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact ELOGrants@cde.ca.gov or lcff@cde.ca.gov

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.

- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021

**AGREEMENT FOR BUSINESS SERVICES BETWEEN
THE VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY
AND THE PEAK PREP PLEASANT VALLEY (Charter School)
JULY 1, 2021 – JUNE 30, 2022**

This Agreement for Business Services (“Agreement”) is made and entered into as of the 1st day of July 2021, by and between the Ventura County Schools Business Services Authority (“BSA”), a Joint Powers Authority organized and operated pursuant to Government Code section 6500, and the Peak Prep Pleasant Valley (“Charter School”), organized and operating pursuant to Education Code section 47600, et seq., (each a “Party” and, together, “Parties”).

RECITALS

WHEREAS, the BSA provides professional and business services to school districts and charter schools located in Ventura County; and

WHEREAS, the Parties desire by this Agreement for the BSA to provide services to the Charter School; and

WHEREAS, the Charter School desires, by this Agreement, to grant to the BSA the authority to relay and disclose information to the Pleasant Valley School District (“Sponsoring District”) as needed for the oversight obligation.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term

BSA shall commence providing services under this Agreement on July 1, 2021, and shall continue through June 30, 2022, unless this Agreement is terminated and/or otherwise cancelled prior to that time. This Agreement shall only remain in force and effect so long as the Charter School has an approved charter by the Sponsoring District.

2. Services

BSA shall provide Charter School with business services (“Services”). These Services shall include the following:

- 2.1. Accounting** – including establishment of a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to the school’s ledgers, preparation of needed financial reports including monthly cash flow and balance sheets, monthly reconciliation to bank statements and annual reports and statements.

- 2.2.** Annual Audit – including selection of auditor through the BSA Board selection process, coordination of the audit, and preparation of all documents required by the BSA Board selected auditor. (Annual Audit fees charged by the auditing firm are the responsibility of the Charter School.)
- 2.3.** Payroll – including preparation of pay warrants; distribution of payroll checks and execution of direct deposits; calculation and forwarding of all tax, benefit, retirement, and other withholding; and preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities.
- 2.4.** Health benefits – including health benefit coordination, open enrollment, and billings (including collections of employee contributions and employer paid premiums) to the BSA Board selected Health Benefit Providers.
- 2.5.** Accounts Receivable and Payable – including processing of all purchase orders and check requests in a timely fashion, preparation and deposit of all deposits, and posting relevant information to appropriate ledgers.
- 2.6.** Vendor Approval Process – including processing all documents necessary to verify that all vendors meet the guidelines of the Charter School and IRS requirements.
- 2.7.** Budget Development and Fiscal Planning – consulting services of BSA staff to assist the Charter School in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, and assistance with preparing and revising long-term financial projections.
- 2.8.** Position control – including the tracking of all positions approved for payment by the Charter School. The Charter School’s governing board shall have the sole responsibility and authority to determine staffing levels, to select, hire, and terminate the employment of personnel and determine their responsibilities and compensation consistent with Federal and State laws, rules and regulations pertinent to charter schools and the Charter School’s policies.
- 2.9.** Human Resource services – including health and welfare benefit set-up and management, retirement system management, salary schedule preparation, Tax Sheltered Annuity set-up, and workers’ compensation monitoring.
- 2.10.** Vendor authority – BSA, acting on behalf of the Charter School, shall have power and authority, consistent with Federal and State law to: (1) procure insurance; (2) lease or otherwise contract with any third party for the use of facilities for school purposes and the operation and maintenance thereof; (3) accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor, as consistent with law and not contrary to any of the terms of this Agreement.
- 2.11.** Grant/categorical fund management – including all budgeting and accounting functions for all grants accepted by the Charter School’s governing board.

3. Exclusions (to be provided by the Charter School Staff or under separate contract)

3.1. School Management

3.2. Dissemination of information; public relations

3.3. Recruiting, selecting, hiring, orienting, training, assigning and managing personnel

3.4. Special Education

3.5. Instructional Services

3.6. Management Information Services

3.7. Student records and information

3.8. Student assessment services

3.9. Grants development

3.10. ESCAPE system

4. Charter School Obligations

Charter School shall be truthful with BSA, cooperate with BSA, keep BSA informed of developments, perform the obligations it has agreed to perform under this Agreement, provide requested information, and pay BSA's invoices in a timely and complete manner.

5. Fees

The Charter School shall pay to BSA, for all BSA Services listed above, a fee of 6.75% of the Charter School's ADA-driven revenues, plus governmental grants. Fees will not be charged on funds received through local fund-raising efforts. Any additional Services agreed upon and provided by BSA will be charged at the approved "Extra Services Charge" set annually by the BSA Board of Directors. BSA shall provide quarterly invoices to the Charter School. The Charter School shall make payment to BSA within thirty (30) days of receipt of invoice from BSA.

6. Termination

6.1. For Convenience by BSA. BSA, may at any time, with or without reason, terminate this Agreement with thirty (30) days' written notice and be compensated by the Charter School for the Services rendered to the date of termination. Written notice by BSA shall be sufficient to stop further performance of Services to Charter School. Notice shall be

deemed given when received by Charter School or no later than three (3) calendar days after the day of mailing, whichever is sooner.

6.2. For Convenience by Charter School. Charter School may, upon sixty (60) days' written notice, with or without reason, terminate this Agreement. Upon termination, Charter School shall be obligated to compensate BSA for Services rendered up to the date of termination. Written notice by Charter School shall be sufficient to stop further performance of Services by BSA. Notice shall be deemed given when received by the BSA or no later than three (3) days after the day of mailing, whichever is sooner.

6.3. With Cause by BSA. BSA may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

6.3.1. Material violation of this Agreement by Charter School; or

6.3.2. Any act by Charter School exposing BSA to liability to others for personal injury or property damage; or

6.3.3. Charter School is revoked or closed by the Sponsoring District.

Written notice by BSA shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. Upon termination, BSA shall be paid for all Services performed prior to the termination. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the BSA.

6.4. The Parties agree that BSA shall maintain all pertinent documents upon termination of this Agreement. The Charter School may request copies of such documents to be provided at its sole cost upon termination of the Agreement.

7. Indemnification.

To the furthest extent permitted by California law, Charter School shall, at its sole expense, indemnify, and hold harmless the BSA, the State of California, the Board of Directors, and their agents, representatives, officers, contractors, employees, directors, and volunteers (the "BSA 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 contractors and/or attorneys' 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 the Charter School, its agents, representatives, officers, contractors, directors, and volunteers under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the BSA Parties. Charter School shall, to the furthest extent permitted by California law, defend the BSA Parties at

Charter School's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by BSA where such approval is not to be unreasonably withheld. Whereas the cost to defend the BSA Parties charged to the Charter School shall not exceed the proportionate percentage of Charter School's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the BSA. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The BSA shall have the right to accept or reject any legal representation that Charter School proposes to defend the BSA Parties.

8. Disputes

In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. The Parties further agree that their participation in mediation is a condition precedent to any Party pursuing any other available remedy in relation to the dispute. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. The Parties agree to share equally in the costs of the mediation but shall bear their own costs incurred for representation by counsel.

If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the BSA shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the BSA's right to bring a civil action against the Charter School. For purposes of those provisions, the running of the time within which a claim must be presented to the Charter School shall be tolled from the time the BSA submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

9. Notice

Any notice or instrument required or permitted to be given or delivered by this Agreement shall be deemed to have been given, served, or received if given in writing and either personally delivered or deposited in the United States Post Office, Registered or Certified Mail, Return Receipt Requested, postage prepaid, or sent by overnight delivery service addressed to:

BSA:

Ventura County Schools Business Services Authority
Attn: Tami Peterson, Chief Business Official
5189 Verdugo Way
Camarillo, CA 93012
Fax: (805) 383-1973
Email: tpeterson@vcoe.org

Charter School:

Peak Prep Pleasant Valley
Attn; Dr. Shalen Bishop
2150 Pickwick Drive # 304
Camarillo, CA 93010
Email: Shalen.bishop@peak-prep.org

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) calendar days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email. The names and addresses may be changed at any time by written notice as provided above.

10. California Law and Venue

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. If any action is brought to interpret or enforce any term of this Agreement, the action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of Ventura, California.

11. General Provisions

11.1. Assignment

Neither Party may assign nor transfer all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment without the other Party's prior written consent shall be void.

11.2. 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.

11.3. Time of Essence

Time is expressly declared to be of the essence in the performance of each and every provision of this Agreement.

11.4. Integration/Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

11.5. Amendments

This Agreement may be amended or modified only in writing signed by both Parties. Both governing bodies shall approve and/or ratify amendments.

11.6. 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.

11.7. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

11.8. Authority to Bind Parties

Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

11.9. Warranty of Authority

Each Party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement on behalf of the BSA, and the Charter School represent and warrant that they are duly authorized and

empowered to execute this Agreement and to bind their respective Party to all terms and conditions of this Agreement.

11.10. Severability

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the validity of the remainder of the Agreement shall not be affected, impaired, or invalidated thereby in any way and may be enforced by the Parties to this Agreement.

11.11. Attorney's 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 attorney's fees.

11.12. Interpretation

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any Party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

11.13. 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.

11.14. Recitals

The Recitals set forth above are hereby fully incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as the date indicates below.

VENTURA COUNTY SCHOOLS BUSINESS SERVICE AUTHORITY

Dated: _____

By: _____

Tami Peterson

Title: Chief Business Official

PEAK PREP PLEASANT VALLEY

Dated: _____

By: _____

Title: Executive Director